



**CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 3, 2024 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

<https://us06web.zoom.us/j/86246307568>

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Marysville Police Department Functional Plan 2024-2044
[Functional Plan Presentation for Council.pptx](#)
[2024_Police_Functional_Plan_PDF.pdf](#)
- B. Proclamation Recognizing the 50th Anniversary of the Marysville Historical Society
[PROCLAMATION Marysville Historical Society 50th Anniversary.pdf](#)
- C. Proclamation Recognizing the 50th Anniversary of the Marysville Community Food Bank
[PROCLAMATION Marysville Community Food Bank 50th Anniversary.pdf](#)

Public Comment

Approval of Minutes *(Written Comment Only Accepted from Audience)*

- 1. May 13, 2024 Joint Special Session Meeting Minutes

2. May 13, 2024 City Council Meeting Minutes
[CC 05132024 Regular Meeting.docx](#)

Consent

3. May 8, 2024 Claims in the Amount of \$603,423.75 Paid by EFT Transactions and Check Numbers 169965 through 170097
[050824.rtf](#)
4. May 10, 2024 Payroll in the Amount of \$2,043,640.43 Paid by EFT Transactions and Check Numbers 35255 through 35276
5. May 15, 2024 Claims in the Amount of \$1,734,700.15 Paid by EFT Transactions and Check Numbers 170098 through 170248
[051524.rtf](#)
6. May 22, 2024 Claims in the Amount of \$1,273,760.51 Paid by EFT Transactions and Check Numbers 170249 through 170407 with Check Number 169554 Voided
[Weekly Claims Report 05 22 24.xlsx](#)
7. May 24, 2024 Payroll in the Amount of \$1,954,439.73 Paid by EFT Transactions and Check Numbers 35277 through 35297
8. May 29, 2024 Claims in the Amount of \$2,897,772.76 Paid by EFT Transactions and Check Numbers 170408 through 170528 with Check Numbers 150511, 155386, 157328, 158823, 162183, 167654, 169984, 170030 and 170366 Voided
[052924.rtf](#)

Review Bids

Public Hearings

New Business

9. Project Acceptance – Jennings Nature Park Pump Track
Recommended Motion: I move to authorize the Mayor to accept the Jennings Nature Park Pump Track Project, starting the 60-day lien filing period for project closeout.
[Substantial Completion Letter.pdf](#)
10. 3rd Street Farmers Market - Special Event Permit (SEP24-001).
Recommended Motion: I move to authorize the approval of the Special Event Permit for the 3rd Street Farmers Market.
[E001 - Special Event Permit Application - SEP24-001.pdf](#)
[E002 - Approved Agreement - SEP24-001.pdf](#)
[E003 - MMC Chapter 5.46 Special Events - SEP24-001.pdf](#)
[E004 - Certificate of Insurance - SEP24-001.pdf](#)
11. Amendment No. 2 to the interlocal agreement between the City of Marysville and

Snohomish County concerning provision of fire investigation services.
Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 2 to the interlocal agreement between the City and Snohomish County for the provision of fire investigation services.

[Marysville_Fire_ILA_Amend._No._2_aatf2_4-29-24.pdf](#)
[Snohomish_County_-_Fire_Investigation_Services.pdf](#)

12. An **Ordinance** amending chapters 9.04 and 9.20 of the Municipal Code to reflect required code cycle update to the International Fire Code.

Recommended Motion: I move to adopt Ordinance No. _____.

[1 Council Memo - Building and Fire Code 6-2024](#)
[Ordinance MMC 9.04 Fire Code - Revised 6-3-24.pdf](#)

13. Project Agreement - Grade Crossing Protective Fund

Recommended Motion: I move to authorize the Mayor to sign and execute the Project Agreement to allow for the receipt of Grade Crossing Protective Funds from the WA Utilities and Transportation Commission in the amount of \$70,805.00.

[TR-240258 Project Agreement.pdf](#)
[TR-240258 Order 01.pdf](#)

14. Intergovernmental Service Agreement for Lake Management and Water Quality Services for Gissberg Twin Lakes with Snohomish County

Recommended Motion: I move to authorize the Mayor to sign and execute Intergovernmental Service Agreement for Lake Management and Water Quality Services for Gissberg Twin Lakes with Snohomish County.

[Gissberg_Services_Agreement_ForSignature.pdf](#)

15. Emergency Management Performance Grant (E24-336) for Compact Rapid Deployable

Recommended Motion: I move to authorize the Mayor to sign and execute the Emergency Management Performance Grant agreement (E24-336).

[E24-336 22EMPG Reallocation Agreement.pdf](#)

16. Intergovernmental Agreement for EMAC and PNEMA Assistance

Recommended Motion: I move to authorize the Mayor to sign and execute the Intergovernmental Agreement for EMAC and PNEMA Assistance between the Washington Military Department and the City of Marysville.

[U24-024 City of Marysville EMAC PNEMA IGA.pdf](#)

17. Amended and restated Snohomish County Regional Public Safety Communications Agency Interlocal Agreement with SNO911.

Recommended Motion: I move to authorize the mayor to sign and execute the Amended and Restated Regional Public Safety Communications Agency Interlocal Agreement.

[SNO911 Interlocal Agreement 2024 Update-redlined.pdf](#)
[ILA-Changes-Notification 20240408.pdf](#)

18. A **Resolution** authorizing the Mayor and Grant Coordinator to act on behalf of the city in regard to grants from the Washington State Recreation and Conservation Office.

Recommended Motion: I move to approve Resolution No. _____.

[Resolution_Burton reviewed.docx](#)

[resolution and signature combined.pdf](#)

19. An **Ordinance** amending chapters 16.04, 16.08, 16.10, 16.12, 16.28 and 16.36 of the Marysville Municipal Code to reflect required code change cycle updates to the International Building Code, International Existing Building Code, Uniform Plumbing Code, Washington State Energy Code and National Electrical Code.

Recommended Motion: I move to adopt Ordinance No. _____.

[1 Council Memo - Building and Fire Code 6-2024 \(2\).pdf](#)

[Ordinance MMC 16.04 Building Code - Revised 6-4-24.pdf](#)

20. Interlocal Database Agreement with Department of Social and Health Services for Benefit Verification Services

Recommended Motion: I move to authorize the Mayor to sign and execute the Interlocal Agreement with the Department of Social and Health Services for Benefit Verification Services

[City of Marysville Municipal Court - Benefit Verification System Datashare Agreement 2491-55852.pdf](#)

21. Covenant – Perrault Sewer Connection

I move to authorize the Mayor to sign and execute the Perrault Sewer Connection Covenant.

[Perrault - Site Map.pdf](#)

[Perrault - Resolution 1982.pdf](#)

[Perrault - Covenant \(partially executed\).pdf](#)

22. Marysville Art Grants

Recommended Motion: I move to approve the recommendation from the Marysville Park Board to fund the National Mural Award Project for \$20,000 and the Marysville City Band \$1,600.

[Art Grants application.docx](#)

[Jason_Tetlak-National_Mural_Awards.pdf](#)

[Lia_Blanchard-Marysville_Community_Band.pdf](#)

23. Recovery Contract (23-306) for Whiskey Ridge Lift Station

I move to authorize the Mayor to sign and execute the recovery contract.

[RC24-306 Recovery Contract \(Sewer\).pdf](#)

[RC24-306 Exhibit A.pdf](#)

[RC24-306 Recovery Fee Calculation.pdf](#)

24. Recovery Contract (23-307) for Gravity Sewer Main Construction

I move to authorize the Mayor to sign and execute the recovery contract.

[RC24-307 Recovery Contract \(Sewer\).pdf](#)

[RC24-307 Exhibit A.pdf](#)

[RC24-307 Recovery Fee Calculation.pdf](#)

[RC24-307 Preliminary Determination Notification.pdf](#)

[RC24-307 Preliminary Determination Update.pdf](#)

25. Office of Public Defense SPAR Grant Renewal

Recommended Motion: I move to authorize the Mayor to sign and execute the extension of the City's SPAR Grant with the Washington State Office of Public Defense for an additional year, commencing July 1, 2024, and expiring June 30, 2025.

[City_of_Marysville_GRT25013_corrected_-_unsigned__.pdf](#)

26. Amendment to Exhibit C of HCS-23-67-2313-200 Emergency Shelter agreement with Snohomish County Human Services

Recommended Motion: I move to authorize Mayor Nehring to sign and execute the amendment to the Cold Weather Shelter/Motel Voucher agreement.

[HCS-23-67-2313-200_Amendment1.pdf](#)

27. Supplemental Agreement No. 1 to the Professional Services Agreement with Gray and Osborne, Inc. for the Cascade and Shoultes Elementary Schools Safe Routes to School Project

I move to authorize the Mayor sign and execute Supplemental Agreement No. 1 to the Professional Services Agreement with Gray and Osborne, Inc. for the Cascade and Shoultes Elementary Schools Safe Routes to School Project.

[PSA_SuppSF.pdf](#)

[Amend 1 scope-fee Cascade CM rev.pdf](#)

28. Ecology Grant Agreement WQC-2024-MaryPW-00185 for the LID Retrofit 103rd and Shoultes LID Project

I move to authorize the Mayor to sign and execute Ecology Grant Agreement WQC-2024-MaryPW-00185.

[_2024-05-23_LID Retrofit 103rd Shoultes Grant Agreement.pdf](#)

29. A **Resolution** Amending an Interlocal Agreement with the Housing Authority of Snohomish County.

Recommended Motion: I move to approve Resolution No. _____.

[Resolution_-_HASCO_-_Update_5.30.2024.pdf](#)

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene

Adjournment

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's office at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two business days prior to the meeting date if any special accommodations are needed for this meeting.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Police Chief Erik Scairpon, Police

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: Marysville Police Department Functional Plan 2024-2044

SUGGESTED ACTION:

SUMMARY: This presentation is designed to familiarize the City Council with the inaugural functional plan for the Marysville Police Department, a vital roadmap supporting the City of Marysville's 2024 Comprehensive Plan for our residents and community stakeholders. This blueprint aligns our department's vision, mission, and service strategies with the city's long-term goals, ensuring a cohesive approach into 2044 and beyond. The plan revolves around six dynamic strategies, crafted to elevate public safety services and meet evolving community needs. From bolstering community engagement and crime prevention to fortifying staff safety and wellness, each strategy underscores our commitment to proactive, efficient policing. The plan also projects clear-cut goals to deliver top-notch service and uphold the city's standards. From maintaining excellent performance measures to fostering professional relationships and leveraging cutting-edge technology, our objectives reflect our dedication to a safe, thriving Marysville.

ATTACHMENTS:

[Functional Plan Presentation for Council.pptx](#)
[2024_Police_Functional_Plan_PDF.pdf](#)



MARYSVILLE POLICE DEPARTMENT
FUNCTIONAL PLAN



Supporting the City of Marysville, WA
Comprehensive Plan 2024 - 2044

Police Functional Planning

Marysville PD – May 2024

City Strategic Plan

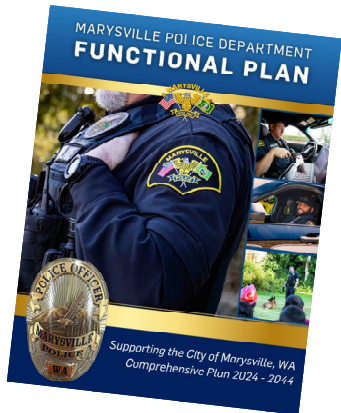
Work Underway –
Mission, Vision, Values

3-5 year planning
horizon



POLICE FUNCTIONAL PLAN

What does MPD look like in 2044?



Mission

A welcoming and engaging community, the City of Marysville provides opportunity and an enhanced quality of life for those we serve.

Vision

Pursuing excellence through innovation and collaboration.

Values

- Provide excellence in service.
- Work with integrity, recognizing the impact of our actions.
- Practice responsible stewardship of all City resources.
- Encourage innovation to meet our community's needs.
- Embrace inclusion, recognizing that diversity enhances ideas and outcomes.

City Slogan: *Live, Work, Play*





FUNCTIONAL PLANNING

PUBLIC SAFETY SERVICE DELIVERY

Quality of Life | Economic Opportunity
Building Community| Organizational Excellence

Our goal?

To deliver services that meet our Key Performance Indicators (KPI).



MPD'S KPIs:

- City-wide NIBRS Crime Rates – Rates that are lower year to year
- Case clearance rates $\geq 30\%$
- 90% Average Customer Satisfaction for Professionalism
- Response rate to priority calls for service (< 5 min)
- Citizen complaints per 1000 police contacts

MPD'S KPIs:

Description	2019	2020	2021	2022	2023	2024
City-wide NIBRS Crime Rates (<i>lower is better</i>)	56.9	49.5	47.8	52.2		
Case Clearance rates $\geq 30\%$	50.70%	51%	42.50%	41.10%		
90% Average customer satisfaction for professionalism	n/a	n/a	91%*	94.30%	90.66%	91.33%
Response rate to priority calls for service (≤ 5 min)	3:43 min	4:29 min	4:04 min	4:47 min	4:07min	3:56 min
Citizen Complaints per 1000 police contacts	n/a	n/a	0.28	0.18	0.24	
* = Partial Year Data August - December 2021						
NIBRS crime rates are based on a per 1000 population						



SERVICE STANDARDS AND LEVEL OF SERVICE

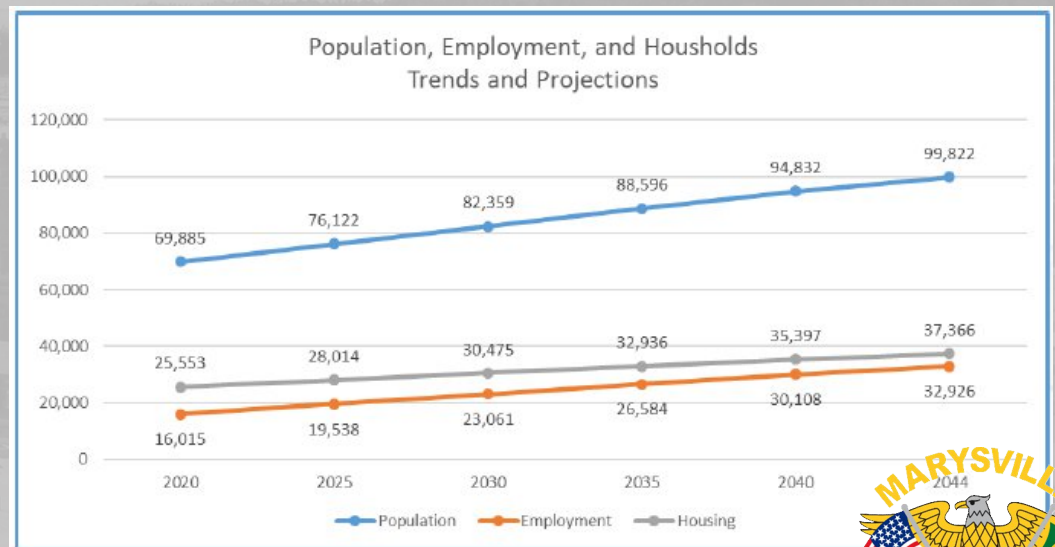
Marysville is planning for a population of 99,822 residents and 32,926 people employed within the City of Marysville by the year 2044.

Growth adds 27,442 more people and 16,015 more jobs than in 2023. We will need additional staffing to continue providing the same level of service.

Current Police Department Staffing:

131 Full-Time employees -

- 80 Commissioned Officers
- 25 Custody Officers
- 26 Support Staff





City Population: 28,370	City Population: 72,275 154.4% increase	City Population: 100,000 38.3% increase
Police Officers: 39	Police Officers: 80 Only 105% increase	Police Officers: 111 38.7% increase
Support Staff: 29 (including dispatch)	Support Staff: 54 86% increase	Support Staff: 94 74% increase
Total FTE: 68	Total FTE: 134 97% increase	Total FTE: 205 52.98% increase
Crime Rate: 37	Crime Rate: 52.2 41% increase	



City Population: 28,370	City Population: 100,000 252.4% increase
Police Officers: 39	Police Officers: 141 261.5% increase
Support Staff: 29 (including dispatch)	Support Staff: 94 224% increase
Total FTE: 68	Total FTE: 235 201% increase
Crime Rate: 37	

For comparison, in 2022 the City of Everett had

111,337 people, 220

commissioned police officers,

and 43 support staff. Everett

has no jail.



Six Overarching Strategies to Meet Goals

- Strategy 1: Community engagement, crime prevention, and program expansion
- Strategy 2: Expanding and improving staff safety, wellness and training
- Strategy 3: Leadership development
- Strategy 4: State accreditation
- Strategy 5: Recruitment and retention
- Strategy 6: Technology advancement



Goal 1.) Standards of Service
Goal 2.) Performance Measures
Goal 3.) Develop Professional Relationships
Goal 4.) Training and Equipment
Goal 5.) Public Engagement
Goal 6.) Leveraging Technology



HOW DO WE FIGURE OUT HOW MANY MORE STAFF WILL WE NEED?

- Officers per 1000 population is no longer a preferred method to justify additional staff.
- The performance-based evaluation of the PD's staffing needs should be based on CALLS PER OFFICER standard.

2023 Police Patrol
Budgeted at 47 Officers –
*Patrol, Traffic, K9
Command Officers = 7

A review of 2022 calls per officer from Snohomish County police agencies:

MPD CPO = 1316 (based on 61,894 calls/47 officers*)

2023 Calls = 71,178
47 Officers*
CPO = 1514

A review of 2022 calls per officer from Everett, Edmonds, Lynnwood, SCSO and MPD:

Average CPO = 715



HOW MANY MORE STAFF WILL WE NEED?



Using an average CPO of 715... We project a need for 61 additional Commissioned Officers 141 Total Officers by 2044, which is a 76% increase. At a minimum, we project a need for 30 additional Commissioned Officers to meet continued growth.

Using our current ratio of support staff per commissioned officer, these increases require 20-26 additional support staff.

Using the Jail's development plan we will need an additional 10-20 Custody Officers.

205-235 Full-Time Employees by 2044

WHAT'S THE PLAN?

Patrol Operations

- Creation of a north and south patrol districts on each dayshift and night shift broken down as follows:
 - One (1) Sergeant and six (6) Officers North and one (1) Sergeant and six (6) Officers South
- Four (4) bicycle officers and (1) Sergeant to support patrol and enhance staffing.
- Four (4) additional Officers and one (1) additional Sergeant to the Traffic Unit as Motor Officers
- Two (2) additional officers assigned as Desk Officers to assist patrol with walk-in repots, online reports, etc.
- Four (4) Patrol Lieutenants – Watch Commanders for each day and night shift to provide enhanced supervision and leadership. The Lieutenants would work a 4/10 schedule.
- One (1) Special Operations Lieutenant – To provide enhanced supervision and leadership over special operations units.



WHAT'S THE PLAN?

Special Operations



- Two (2) Additional School Resource Officers
- Two (2) Additional Officers to the Pro-Act Team
- One (1) Special Operations Lieutenant – To provide enhanced supervision and leadership over special operations units.
- Two (2) additional Crime Prevention officers
- Two (2) additional officers for Community Outreach/Embedded Social Worker
- Two (2) officers to assigned to Snohomish County Violent Offender Task Force (VOTF)



WHAT'S THE PLAN?

Investigations

- One (1) Sergeant and (8) detectives
 - Increasing detectives, general crimes and adding Video Forensics Unit.
- One (1) Investigations Lieutenant – To provide enhanced supervision and leadership over the Investigations Unit.
- Two (2) detectives to assign to Snohomish County Drug Task Force and Auto Theft Task Force.



WHAT'S THE PLAN?

Command and Professional Standards

- One (1) Commander – Commander to dedicated Jail Supervision and Management.
- One (1) Assistant Chief – Additional Assistant Chief to divide duties between Operations and Administration.
- Four (4) additional training and hiring officers and one (1) additional Sergeant to hire new staff and to facilitate/provide training required by law and Accreditation Standards.



WHAT'S THE PLAN?

Support Staff



- Eight (8) additional Police Records Techs
- Four (4) additional Public Disclosure Specialists to address the increase in PRR request and body-worn camera redactions.
- Three (3) additional supervisors to provide supervision and leadership for the increased staff.
- One (1) new position of Jail Billing/Classification Specialist.
- Two (2) additional Community Support Specialists to address increase in demand for behavioral health and addiction services.
- One (1) Community Support Aide to provide enhanced service to the Mental Health and Embedded Social Worker Programs.
- One (1) additional Evidence Technician to address increase in workload in the Property and Evidence Room.



PLAN CHALLENGES

- City Revenue & Increasing Expenses
- 2025-26 Proposed Budget has few or no FTE increases
- Grants at the Federal level only cover a small portion of the salary of officers
- No State-wide funding initiatives yet, but some interest from lawmakers



New Officer Costs

Base Salary Year 1 = \$87,408

Benefits Year 1 = \$45,023

Uniforms, Vehicle, & Equipment =
\$82,510

Total one year cost = \$214,941

Five year ongoing + initial cost =

\$830,073

Cost data based on 2024 salary rates and estimates produced in December 2023 in consultation with City Finance.



MARYSVILLE

PLAN CHALLENGES



- Unfunded mandates, training requirements
- In addition to adding staff, our other options include:
 - Continue to find efficiencies (limited)
 - Regionalization (risky given climate)
 - Decrease services
 - ???





Questions & Ideas?



MARYSVILLE



MARYSVILLE POLICE DEPARTMENT FUNCTIONAL PLAN



*Supporting the City of Marysville, WA
Comprehensive Plan 2024 - 2044*

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Navigating the Police Department Functional Plan

Section 1 Introduction and Executive Summary

Overview of the Marysville Police Department's functional plan and the strategic approach needed to accomplish the City's vision.

Section 2 Accomplishments

As this is our first functional plan we will highlight several areas of recent success since 2020. This section will contain a review of significant accomplishments the department has achieved.

Section 3 Trends and Conditions

Identification of past and current trends that may impact public safety service delivery.

Section 4 Performance Measurement

The performance measurements used to track the police department's goals and objectives.

Section 5 Public Safety Service Delivery

Overview of police public safety services that include the impacts of anticipated growth. Section 6

Community Engagement

Discusses the importance of partnering with our community and the significance of outreach in preventing disorder.

Section 7 Capital Facility and Major Equipment Requirements

Identifies future capital facility improvements and equipment needs required to ensure quality public safety services.

Section 8 Stakeholder Process

How we obtained feedback from our residents, community leaders, and stakeholders and the results of their input.

Section 9 Summary of Successful Implementation

This chapter defines success based on our analysis of the information contained in sections three through eight.

Section 10 Three-Year Action Plan

Section ten outlines the action plan for service delivery to include strategies, goals, and objectives.

Section 11 Long Term Strategy

Outlines the police department's continued efforts to implement long-term strategies and meet our goals from 2024 through 2044.





MARYSVILLE

WASHINGTON

Acknowledgements

Mayor

Jon Nehring

Chief Administrative Officer

Gloria Hirashima

Marysville City Council

Council President Michael A. Stevens; Councilmembers Peter Condyles, Mark A. James, Tom King, Kelly Richards, Stephen C. Muller, Kamille Norton

Chief of Police Erik Scairpon

Assistant Chief of Police Jim Lawless

Police Commanders Robert Lamoureux, Adam Vermeulen, Christopher Jones, James Tolbert, Jonathan Elton

Introducing Marysville PD's First Functional Plan

We are thrilled to unveil the inaugural functional plan for the Marysville Police Department, a vital roadmap supporting the City of Marysville's 2024 Comprehensive Plan for our residents and community stakeholders. This blueprint aligns our department's vision, mission, and service strategies with the city's long-term goals, ensuring a cohesive approach into 2044 and beyond.

Core Strategies Driving Excellence: Our plan revolves around six dynamic strategies, crafted to elevate public safety services and meet evolving community needs. From bolstering community engagement and crime prevention to fortifying staff safety and wellness, each strategy underscores our commitment to proactive, efficient policing.

Goal-Oriented Approach: With clear-cut goals, we're poised to deliver top-notch service and uphold the city's standards. From maintaining excellent performance measures to fostering professional relationships and leveraging cutting-edge technology, our objectives reflect our dedication to a safe, thriving Marysville.

Measuring Success: Our performance measures, ranging from crime rates and case clearance to customer satisfaction and response times, serve as benchmarks for excellence. By tracking these metrics, we ensure accountability, transparency, and continuous improvement.

Looking Ahead: As we embark on this transformative journey, collaboration and community feedback remain paramount. Together, we'll realize our vision of a safer, more resilient Marysville. Here's to a future where excellence in public safety defines our cityscape.

Yours in service,



Chief Erik Scairpon



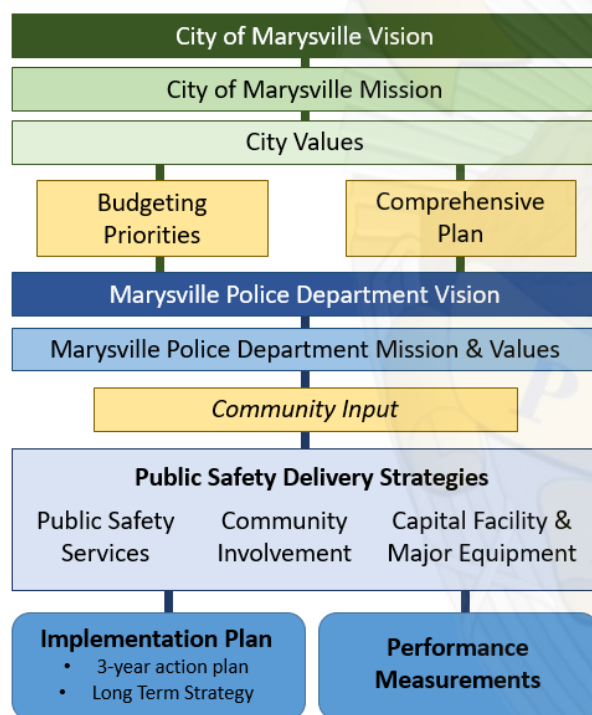
Section 1: Introduction & Executive Summary

Police Functional Plan Outline

This effort represents the first functional plan envisioned for the Marysville Police Department to support and enhance the City of Marysville 2024 Comprehensive Plan. As an addendum to the comprehensive plan, we intend to showcase the Marysville Police Department's current and future facility needs alongside current and future public safety service delivery needs and priorities. Our efforts ensure that the Marysville Police Department's vision, mission, and service delivery models align with the greater City of Marysville vision into 2044 and beyond. We frequently reference being the police department of the future at MPD, and this document represents our plan to get there.

In the strategic framework below, you can see how the Police Department's vision, departmental mission statement, and public safety service delivery strategies are all designed to support the City's budgeting priorities, comprehensive plan, values, and vision.

Strategic Framework



Police Department Vision Statement

"Service with Honor"

This vision is intended to support a focus on the six pillars of 21st-century policing. These pillars include building trust and legitimacy, policy and oversight, technology and social media, community policing and crime reduction, training and education, and officer wellness and safety. You'll notice

these topics are contained in each of our goal areas. Additionally, we support the overall City of Marysville Comprehensive Plan and the City's values, mission, and vision.

Police Mission Statement

Our team is committed to providing outstanding service in partnership with our community to enhance our City's safety, growth and livability.

This mission statement reflects the culture of the Marysville Police Department. We are a department dedicated to working in partnership with our community. We believe this operational philosophy is in keeping with the City's integrity, trust, and accountability values. The City of Marysville partners with the community to provide quality, innovative and efficient municipal services which promote economic growth, thriving neighborhoods, healthful living, and financial sustainability for our residents and businesses.

City of Marysville | Mission, Vision, and Values

City Slogan: Live, Work, Play

City Mission: A welcoming and engaging community, the City of Marysville provides opportunity and an enhanced quality of life for those we serve.

City Vision: Pursuing excellence through innovation and collaboration.



City Values

We...

- Provide **excellence** in service.
- Work with **integrity** recognizing the impact of our actions.
- Practice responsible **stewardship** of all City resources.
- Encourage **innovation** to meet our community's needs.
- Embrace **inclusion**, recognizing that diversity enhances ideas and outcomes.

City Priority Pillars

- **Quality of Life:** Create a welcoming and safe community for our citizens, businesses, and visitors.
- **Economic Opportunity:** Provide an environment that attracts and retains business, where the city is an engaged advocate in creating a thriving business climate.

- **Building Community:** Build partnerships to improve service delivery throughout the community and to build understanding of current and future needs.
- **Organizational Excellence:** Develop a skilled and capable workforce committed to delivering excellent value and service to our community.

Accomplishments

The Marysville Police Department has accomplished significant internal organizational development milestones since 2020. After the turmoil of the global pandemic and large disruptions to the workforce in public safety, the department has hired over 66 new staff consisting of police officers, custody officers, and professional support staff. To support these staff, increase retention, and reduce burnout, we established a robust wellness program with a wellness coordinator at the helm. We could not have attracted the number of employees that we have over the last three years without having a strong recruiting and leadership brand in public safety. Many agencies have struggled with recruiting, and this is not the outcome that MPD is seeing.



During this same time period, the department authored a new policy manual based on industry best practices for the entire organization and began working on a policy manual specific for the custody operation. We established standards of excellence for reductions in crime, response time to emergency calls, target ratios for citizen complaints, and a goal to meet or exceed a 90% average for customer satisfaction for professionalism for our public safety team. We also expanded our resources to address homelessness and drug addiction by expanding funding, support, and staffing for our embedded social worker team. We opened the new civic campus including the police station and jail in 2022, deployed Active Bystandership for Law Enforcement Training to all of our staff, and maintained strong community relationships with the school district and in our general community outreach. We've maintained these relationships by building additional trust by deploying body-worn cameras, crisis intervention training, and maintaining a high level of commitment to addressing and solving crime in our community. We have also been active with community events, fundraising for charities and working collaboratively with establishing new organizations like the Marysville Police Foundation and the Marysville Police Public Safety Cadet program. We have worked tirelessly to make Marysville a safer community and lead the agency toward a goal of achieving State Accreditation for the Police Department. For further information see Section 2 of this report.

Stakeholder Process

In 2022 the City of Marysville engaged in a National Community Survey process that was last conducted in 2016. We continue to use these and other metrics to inform public safety functional planning. The questionnaire consisted of questions designed to solicit feedback and identify the

wants and needs of our residents. Survey results were then reviewed by the City's executive team and brought to a series of neighborhood meetings in 2023.

Survey results indicated that public safety continues to be a priority for the community and an opportunity area. Residents offered high ratings of importance (95% essential or very important) and relatively lower ratings of quality (35% excellent or good) to the overall feeling of safety in Marysville, suggesting that safety continues to be prioritized for the community. A strong majority, just over 8 in 10 residents, said they felt very safe or somewhat safe in their neighborhood during the day. Nearly three-quarters reported feeling safe from fire, flood, or another natural disaster, on par with the national benchmark. About two-thirds also reported feeling safe in the city's downtown/commercial area during the day. Over half felt safe from violent crime, while 4 in 10 felt safe from property crime.

Crime prevention garnered positive ratings from about 4 in 10 residents. In a custom question unique to Marysville, residents were asked to rank the importance of priorities for the City of Marysville to focus on over the next six years. Police and fire services garnered support from nearly 9 in 10, which was identified as the highest priority by residents.

Section 8 of this document details additional data.

Six Overarching Strategies

The core parts of this functional plan are six overarching strategies we use in delivering public safety services to our community. These strategies reflect our operational philosophy and organizational values. Each strategy describes a key approach to the service delivery and capital requirements needed to achieve our functional plan goals, performance measures, and the City's vision.

Strategy 1: Community engagement, crime prevention, and program expansion

The Marysville Police Department is a full-service professional police department that understands the need to work in partnership with our community to provide public safety services. We provide traditional law enforcement and community caretaking services that help maintain a quality of life that supports the City's vision, and we do so with integrity.

- Filling our ranks while building overlap patrol teams and proactive NITE teams.
- Select a crime prevention officer in 2024 to expand our outreach efforts and create a community that is more resilient to crime.

Strategy 2: Expanding and improving staff safety, wellness and training

A long-term successful strategy to ensure that we take care of our most valuable resources, our officers and our staff. We do this so that they can perform in line with community expectations and arrive safely to retirement.

- Ensure our teams are well-trained, well-equipped and supported in the aftermath of traumatic incidents.

- Operationalize our wellness initiatives and work to make wellness, safety, and well-trained staff standard agency practices.
- Continue to meet legislative deadlines for patrol tactics instruction and other state-mandated training.

Strategy 3: Leadership development

Achieving the City's vision means planning for the capital facility and major equipment needs of a professional, progressive public safety agency. We will be accountable for the resources entrusted to us while providing public safety services that meet the high expectations of our community.

- Further developing our next generation of leaders at all levels, utilizing the WASPC-provided Credible Leadership program.
- Host at least two significant leadership trainings, providing leadership opportunities, and continuing to support the mentorship program for the City in 2024.

Strategy 4: State accreditation

Work that began in 2020 with creating a new policy manual using Lexipol policy to follow best practices continues with creating a sustainable system of police management for the future.

- Maintain policies and standards to follow best practices and reinforce good agency habits.
- Construct an auxiliary evidence location in 2023 to meet accreditation standards.
- Meet accreditation standards for critical compliance areas by Q4 2023 to engage with WASPC for State Accreditation in 2024.

Strategy 5: Recruitment and retention

As part of a fast-growing community we have to move quickly to meet the community's needs.

- Continue to recruit police officers to fill commissioned ranks and meet community needs.
- Maintain a fully staffed custody team fully staffed support team, and continue to hire proactively.
- Foster employee development and satisfaction using our career development training matrix, wellness programs and yearly evaluations with supervisory coaching.

Strategy 6: Technology advancement

A growing community needs to leverage current and emerging technology. Pursuing a technology strategy will continue to allow the police department to stay up to date on current policy and practice, enhance overall efficiencies, and keep our community safer through innovative crime-fighting techniques.

- Establish plans to meet data connectivity needs, evaluate First NET capabilities, and acquire enterprise-level tools for information sharing and collaboration.
- Allocate the budget for a dedicated IT position for public safety to support future investments.

- Partner with City IT to provide behind-the-scenes support for the 132-person public safety agency.

Functional Plan Goals

Our six functional plan goals support the successful implementation of our six overarching strategies. We evaluate excellent service through the outcome-based performance measures of the department. By measuring our performance, we can determine if we're meeting our goals and supporting the City's vision.



Goal 1.) Standards of Service

To provide excellent police services that meet or exceed state-wide recognized standards.

Goal 2.) Performance Measures

To achieve outcome-based performance measures that ensure Marysville remains a place that is safe to live, work, learn and play.

Goal 3.) Develop Professional Relationships

To build active and positive relationships with internal and external partners to achieve the City's vision and organizational performance measures.

Goal 4.) Training and Equipment

To have an organization that is well trained and properly equipped to effectively and efficiently deliver public safety services.

Goal 5.) Public Engagement

To develop and create a welcoming community and foster partnerships with residents; We provide opportunities for the community to take an active role to prevent harm and solve problems addressing community concerns for the benefit of all members of the community.

Goal 6.) Leveraging Technology

To keep pace with the professional best practices in the use of technology and to provide efficient and effective public safety services to community members.



Performance Measures

In the 2023-24 budget cycle, the Marysville Police Department began a new focus on qualitative core performance. The Marysville Police Department continues to focus on organizational efforts towards core performance outcomes as each employee understands their role in achieving these outcomes as they reflect the City's vision.

City-wide NIBRS Crime Rates (*lower is better*) – by tracking data we report to the State and FBI everyone is on the same page as to community performance for crime rates. These rates also allow us to compare our performance to other cities and jurisdictions.

Case clearance rates $\geq 30\%$ - case clearance rates speak to the quality of investigations that the police department is conducting. Good investigations get cleared through positive identification and arrest or charging of involved suspects. We believe our current clearance rates are abnormally high and are working to clean up data tracking in this area. This is why we chose to set our target at 30%.

90% average customer satisfaction for professionalism – making use of data collected by Sno911 we have been able to measure the level of professionalism displayed by our officers, an extremely important measurement to keep a high level of public trust and legitimacy for policing.

Response rate to priority calls for service (≤ 5 min) – by keeping our priority response time under five minutes we know that we have enough resources to deal with the priority calls that we are experiencing in the City. This helps keep trust high with the police as well. When you need us, we will be there.

Citizen complaints per 1000 police contacts – this metric helps put the entire operation in context for how many contacts we engage in with the public to how often these contracts translate into a service complaint, again focused on the quality and professional interactions for the agency.

Description	2019	2020	2021	2022	2023
City-wide NIBRS Crime Rates (<i>lower is better</i>)	56.9	49.5	47.8	52.2	
Case Clearance rates $\geq 30\%$	50.70%	51%	42.50%	41.10%	
90% Average customer satisfaction for professionalism	n/a	n/a	91%*	94.30%	90.30%
Response rate to priority calls for service (≤ 5 min)	3:43 min	4:29 min	4:04 min	4:47 min	4:23min
Citizen Complaints per 1000 police contacts	n/a	n/a	0.28	0.18	
* = Partial Year Data August - December 2021					
NIBRS crime rates are based on a per 1000 population					

Successful Implementation

This plan defines the services and performance outcomes our department can achieve by 2044. Successful implementation of the Marysville Police Department's functional plan in tandem with the City of Marysville's Comprehensive Plan demonstrates our commitment to citizen input through the budgeting process and a desire for quality services. Our community continues to desire quality public safety services which helped us develop our first functional police [plan](#).



City Population: 28,370	City Population: 72,275 154.4% increase	City Population: 100,000 38.3% increase
Police Officers: 39	Police Officers: 80 Only 105% increase	Police Officers: 111 38.7% increase
Support Staff: 29 (including dispatch)	Support Staff: 54 86% increase	Support Staff: 94 74% increase
Total FTE: 68	Total FTE: 134 97% increase	Total FTE: 205 52.98% increase
Crime Rate: 37	Crime Rate: 52.2 41% increase	



City Population: 28,370	City Population: 100,000 252.4% increase
Police Officers: 39	Police Officers: 141 261.5% increase
Support Staff: 29 (including dispatch)	Support Staff: 94 224% increase
Total FTE: 68	Total FTE: 235 201% increase
Crime Rate: 37	

Section 2: Accomplishments (2020-2023)

Introduction

As we establish our metrics of measure for our first functional plan, here are how some highlighted accomplishments of the Marysville Police Department fit into supporting a solid foundation for our future performance goals.

Goal 1.) Standards of Service

To provide excellent police services that meet or exceed our goals and policing priorities.

Accomplishments

- 1) **Wellness Program:** Hired a Wellness Coordinator to develop a wellness program for our staff. Since its inception, the Wellness Program has created a workout space for staff, provided different training, and hosted events to promote physical and mental wellness.
- 2) **Expanded the Mental Health Program:** Added two mental health professionals to our staff along with a part-time support aid.
- 3) **Development of Future Leaders:** Promoted four new Commanders to the command team and seven new Sergeants.



Goal 2.) Performance Measures

To achieve outcome-based performance measures that ensure Marysville remains a safe place to live, work, learn and play.

Accomplishments

- 1) **Reducing Crime** – Compared to the last four years, Overall crime is down 8.67% (2020-2023)
- 2) **Response Times to Emergency Calls** – Less than 5 minute average response time. Our four-year average is 4:52, and the current average for 2023 is 4:21.
- 3) **Citizen Complaints** – Citizen Complaints per 1000 police contacts/calls for service are an average of 0.23 over the past two years.
- 4) **90 % Average Customer Satisfaction for Professionalism** – The average for the past three years is 92.33% satisfaction for Professionalism.

Goal 3.) Develop Professional Relationships

To build active and positive relationships with our internal and external partners to efficiently achieve the City's vision and our organizational performance measures.

Accomplishments

- 1) **New Police Department Building – Marysville Civic Center**
 - a. State-of-the-art Jail Facility with medical facility and staff.
 - b. One location to provide police and city services to our community.
- 2) **ABLE – Active Bystandership for Law Enforcement Training**
 - a. Partnered with local community groups Linc NW, Keep Dreams Alive Foundation, and Change the Narrative Granite Falls to bring this training to our department.
- 3) **School Resource Officers** – Established and maintained a partnership with Marysville School District to keep officers in schools serving as resource officers. This partnership has led to effective relationships with School District Officials and school students and staff.
- 4) **Community Outreach** – Department led and/or participated in outreach events:
 - a. Special Olympics – Torch Run and Polar Plunge
 - b. Shop with a Cop – Partnered with Marysville School District to partner underprivileged kids with officers to do Christmas shopping.
 - c. Coat Drive – Collected coats and warm clothes for the Marysville Food Bank Holiday Store for underprivileged kids and families in our community.

Goal 4.) Training and Equipment:

To have an organization that is well-trained and adequately equipped to effectively and efficiently deliver public safety services.

Accomplishments

- 1) **A.B.L.E – Active Bystandarship for Law Enforcement**

All Commissioned Officers will receive training. The goal of the program is to prevent misconduct, avoid police mistakes, and promote officer health and wellness.
- 2) **Body-worn Cameras**

Implemented January 2022 – All Police Officers, Custody Officers, and Community Service Offices issued body-worn cameras to provide transparency for our community.
- 3) **De-escalation Tools**

Replaced departments outdated Conducted Energy Devices (TASER©) with the most current version, TASER 7, and issued to all patrol/custody staff.

b Acquired the BolaWrap restraint system and issued to both patrol and custody staff.

4) **Crisis Intervention Training** – All Commissioned Staff received a minimum of 8-hours of Crisis Intervention Training plus two hours of refresher training each year.

Goal 5.) Community Outreach

To develop an engaged community partnership with our residents, who will actively prevent harm and solve community concerns for the benefit of all community members.

Accomplishments

- 1) **Marysville Police Foundation** – Worked with community members to form the foundation. The foundation is a non-profit (501.3(c)) assisting department and community members.
- 2) **Marysville Police Cadets** – Formed in 2023. The program allows 14 to 20- year-olds to volunteer and work with officers building relationships.
- 3) **Marysville Volunteer Patrol** – Continued building our volunteer patrol team. The team has volunteered thousands of hours to conduct vacation house checks and assist with major City events such as the Strawberry Festival Grand Parade.

Goal 6.) Leveraging Technology

To keep pace with the professional best practices in the use of technology to provide efficient and effective public safety services to our community members.

Accomplishments

- 1) **Updated Policy Manual** – Acquired Lexipol and updated and modernized our policy manual to meet industry best practice standards.
- 2) **SPIDR Tech** – Acquired SPIDR through a partnership with SNO911. This technology notifies callers of police response and a survey of our service after the call is complete. The use of this platform has allowed for continuous feedback from our community on our level of professionalism and service.
- 3) **Axon Evidence.com** – Acquired as part of BWC and Taser 7 acquisition. Evidence.com is a cloud-based digital evidence storage location. The AXON system also allows citizens to upload their digital evidence directly to the platform.

Section 3: Trends & Conditions

Introduction

Reported crime, public safety staffing, calls for service workload, and population projections are vital measurements that will influence the police department's functional plan to deliver public safety services into the year 2044. This data will help determine trends or conditions in current service delivery and staffing models. We have included crime and staffing data from Snohomish County law enforcement agencies to indicate how Marysville compares to others in the region.

As of October 2023, the City of Marysville has seen an overall increase of 16.61% in year-to-date activity compared to the pandemic timeframe (2019-2023) activity during the same timeframe (January- October). Factoring out the pandemic years of 2021 and 2022, which contained abnormally low rates of crime, and considering a timeline of 2016-2019 compared to 2023, crime overall has decreased by 2.82%.

A Community Focus

According to the National Community Survey (NCS), public safety remains a priority for the community. Residents offered high ratings of importance (95% essential or very important) and relatively lower ratings related to quality. A rating of (35% excellent or good) to the overall feeling of safety in Marysville, suggests that safety continues to be a priority for the community. A substantial majority, just over 8 in 10 residents, said they felt safe or somewhat safe in their neighborhood during the day. Nearly three-quarters reported feeling safe from fire, flood, or another natural disaster, on par with the national benchmark. About two-thirds felt safe in the city's downtown and commercial area during the day. Over half felt safe from violent crime, while 4 in 10 felt safe from property crime.

When it came to safety-related services, many offered positive reviews to fire services (80%), ambulance or emergency medical services (79%), and Police services (62%), all of which were similar to national averages. Roughly 6 in 10 participants gave high marks to fire prevention education and animal control. Crime prevention garnered positive ratings from about 4 in 10 residents. In a custom question unique to Marysville, residents were asked to rank the importance of priorities for the City of Marysville to focus on over the next six years. Police and fire services garnered support from nearly 9 in 10, which residents identified as the highest priority.

Trending concerns among the community and critical issues for the police department to consider over the next several years include the following:

Property crime, crime prevention, and the overall feeling of safety in Marysville

See trend estimates on the next several pages.

Crime Trends

2022 Crime Rate per 1000 – Similar Populations

The chart below depicts the number of “Group A” crimes per 1000 citizens reported to the Washington Association of Sheriffs and Police Chiefs (WASPC) in 2022.

Agency - 2022	Population	Reported Group A Crimes	Crime Rate per 1000 Citizens
KENNEWICK PD	85,320	8,440	98.9
RICHLAND PD	62,239	4,737	76.1
PASCO PD	80,388	5,052	62.8
AUBURN PD	88,750	7,554	85.1
KIRKLAND PD	93,570	4,600	49.2
REDMOND PD	75,270	4,187	55.6
BURIEN PD	52,490	4,142	78.9
SHORELINE PD	60,320	2,935	48.7
SAMMAMISH PD	68,150	1,042	15.3
LAKEWOOD PD	63,800	7,165	112.3
MARYSVILLE PD	72,380	3,779	52.2
OLYMPIA PD	56,370	4,930	87.5
LACEY PD	58,274	3,541	60.8
BELLINGHAM PD	93,910	12,959	138.0
YAKIMA PD	98,204	8,167	83.2

Group A offenses, according to the Federal Bureau of Investigation (FBI), include Aggravated Assault, Animal Cruelty, Arson, Bribery, Burglary, Counterfeiting/Forgery, Destruction of Property, Drug Equipment Violations, Drug/Narcotic Violations, Embezzlement, Extortion/Blackmail, Fondling, Fraud Offenses, Gambling Offenses, Human Trafficking Offenses, Incest, Intimidation, Kidnapping, Larceny-Theft Offenses, Manslaughter, Motor Vehicle Theft, Murder, Pornography, Prostitution Offenses, Rape, Robbery, Sexual Assault w/Object, Simple Assault, Sodomy, Statutory Rape, Stolen Property Offenses, Violation of No Contact/Protect, and Weapon Law Violations.

2022 Crime Rate per 1000 – Snohomish County Agencies

Agency	Population	Reported Group A	Crime Rate per 1000
		Crimes	Citizens
Arlington Police Department	21,260	1,398	65.8
Brier Police Department	6,590	177	26.9
Darrington Police Department	1,490	48	32.2
Edmonds Police Department	42,980	2,717	63.2
Everett Police Department	113,300	11,245	99.2
Gold Bar Police Department	2,290	61	26.6
Granite Falls Police Department	4,705	190	40.4
Index Police Department	155	2	12.9
Lake Stevens Police Department	40,703	1,078	26.5
Lynnwood Police Department	38,740	4,562	117.8
Marysville Police Department	72,380	3,779	52.2
Mill Creek Police Department	21,510	1,079	50.2
Monroe Police Department	20,360	1,254	61.6
Mountlake Terrace Police Department	22,070	1,563	70.8
Mukilteo Police Department	21,590	1,270	58.8
Snohomish County Sheriff's Office	371,915	9,334	25.1
Snohomish Police Department	10,200	599	58.7
Stanwood Police Department	8,406	312	37.1
Sultan Police Department	6,260	199	31.8
Woodway Police Department	1330	53	39.8

2022 Calls for Service per Officer

The chart below depicts the number of calls for service per officer from agencies in Snohomish County. The number of officers is based on the number of commissioned officers reported to WASPC in 2021.

Calls For Service - 2022	Calls for Service	Officers	Total Calls Per Officer
Arlington Police Department	25,073	29	865
Brier Police Department	5,510	6	918
Edmonds Police Department	27,108	51	532
Everett Police Department	138,418	190	729
Lake Stevens Police Department	23,432	30	781
Lynnwood Police Department	42,540	64	665
Marysville Police Department	61,894	60	1,032
Mill Creek Police Department	13,960	23	607
Monroe Police Department	23,160	31	747
Mountlake Terrace Police Department	19,831	27	734
Mukilteo Police Department	28,877	30	963
Snohomish County Sheriff's Office	181,929	294	619
Snohomish Police Department	12,679	15	845
Stanwood Police Department	7,940	8	993
Stillaguamish Tribal Police	19,690	13	1,515
Tulalip Tribal Police Department	579	41	14

2022 Officers per 1000 – Similar Populations

The chart below depicts the number of officers per 1000 citizens from agencies in Washington State with similar populations. The number of officers is based on the number of commissioned officers reported to WASPC in 2022.

Officers per 1000 Citizens	Population	Officers	Officers per 1000
LAKEWOOD PD	60,330	94	1.56
KIRKLAND PD	71,180	105	1.48
YAKIMA PD	97,340	135	1.39
OLYMPIA PD	55,010	70	1.27
BELLINGHAM PD	90,620	115	1.27
FEDERAL WAY PD	99,590	123	1.24
AUBURN PD	92,110	112	1.22
KENNEWICK PD	85,940	100	1.16
PASCO PD	79,590	82	1.03
SPOKANE VALLEY PD	98,600	97	0.98
RICHLAND PD	59,578	57	0.96
MARYSVILLE PD	70,040	65	0.93
BURIEN PD	53,290	47	0.88
LACEY PD	57,293	49	0.86
SHORELINE PD	57,860	47	0.81
REDMOND PD	99,590	78	0.78
SAMMAMISH PD	66,130	32	0.48

Growth Estimates

There are several growth estimates published for the city of Marysville. The majority of the calculations were published in 2020. The most recent estimates come from the “Housing Needs Assessment” prepared by ECONorthwest, dated May 2023, a document prepared by the form for the City of Marysville.

Population: According to the Housing Needs Assessment by ECONorthwest, by 2044, Marysville is projected to increase its population by roughly 27,442 residents, reaching a projected population of 99,822. From 2022 to 2044, this represents a 37.91% overall increase in population with an average annual growth rate of 1.47%.

	2022	2025	2030	2035	2040	2044
Population*	72,380	76,122	82,357	88,592	94,827	99,822

Employment: According to Snohomish County Countywide Planning Policies, Appendix B Table E1, Marysville had an estimated 15,310 jobs in 2019. It is estimated that Marysville will host 32,926 jobs by 2044. From 2019 to 2044, Marysville should see a 115% overall job increase with an average annual growth rate of 2.99%.

	2020	2025	2030	2035	2040	2044
Employment **	16,015	19,538	23,061	26,584	30,108	32,926

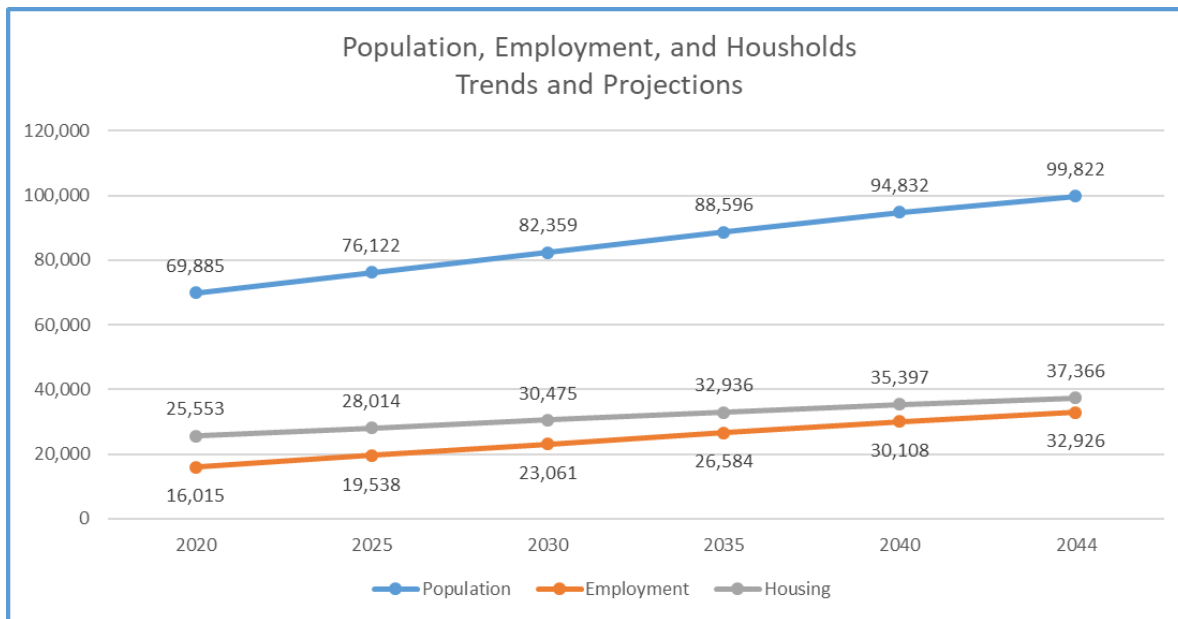
* Based on Snohomish Countywide Planning Policies. Appendix B Table E1

Housing: According to the Washington State Office of Financial Management (OFM), Marysville had 25,553 housing units in 2020. The city of Marysville estimated they would have 32,936 housing units by 2035. From 2020 to 2044, Marysville should see a 46.23% overall increase in housing units with an average annual growth rate of 1.57%.

	2020	2025	2030	2035	2040	2044
Housing ***	25,553	28,014	30,475	32,936	35,397	37,366

*** Based on 2020 WA OFM Data and Marysville's 2035 estimate

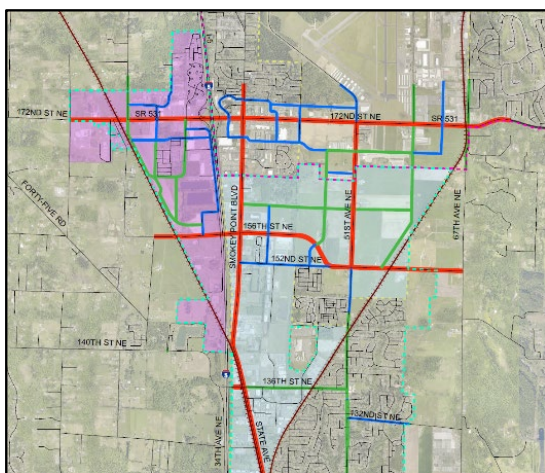




Transportation Projects

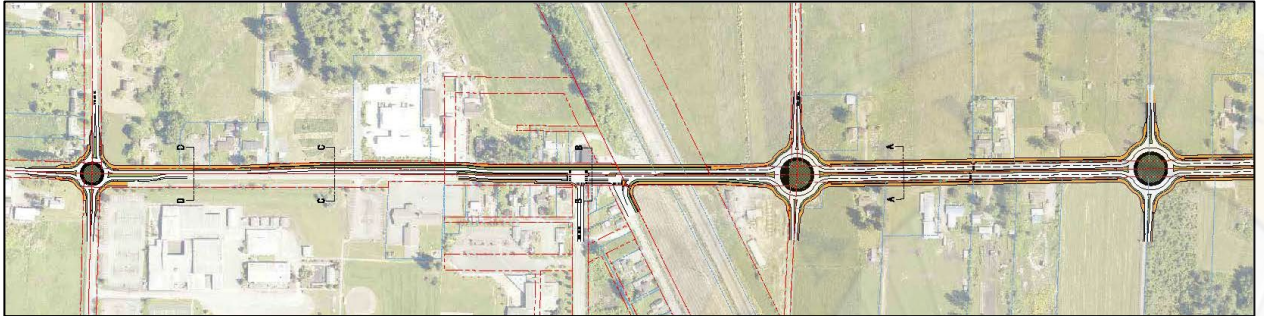
SWIFT Gold Line: SWIFT Bus Rapid Transit intends to expand its line from Everett to Arlington with its SWIFT GOLD LINE. The Scoping Study is already underway and scheduled to conclude in 2023. The Environmental Review & Design phase will run from 2023 to 2025. Construction & Service Launch is estimated to run between 2026 and 2027.

The city has identified multiple potential bus stop sites along State Ave. SWIFT Stations are anticipated at First St. (or near the Civic Center), Grove St., 84th St., 100th St., 116th St., 128th or 136th St., and 156th St.



156th St. NE Improvements: The 156th St. NE improvements from Smokey Point Blvd to Hayho Creek include widening the remainder of 156th Street NE from three to five lanes to eliminate an existing bottleneck. The project will include two additional travel lanes, curb and gutter, landscaping, sidewalk, stormwater conveyance, illumination, signage, and pavement markings. The project will also have a shared-use pathway on the north side of 156th St NE to accommodate bicyclists and pedestrians.

Design efforts on this project began in February 2021. Construction of this project will be partially funded by a federal grant, anticipated for 2023.

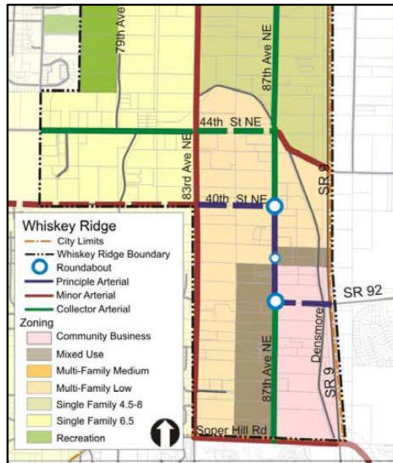


172nd St. NE: The State continues to make improvements on 172nd St. It intends to make 172nd an arterial with regional through traffic and local circulating traffic. Two roundabouts are planned for 19th Ave. NE and 11th Ave. NE in addition to the already existing roundabout at 23rd Ave. NE. Multiple crosswalks are also designed to be installed in this area as well. There are no fixed dates, as improvements are generally to be completed as development occurs.

Lakewood Neighborhood: The Lakewood neighborhood has multiple proposed road improvement projects:

- Three new roads (23rd Ave. NE, 169th St. NE, and 19th Ave. NE)
- Two roundabouts at 19th St. NE and 23rd St. NE
- Extension of 27th Ave NE and 164th St NE
- 1-5 and 156th St NE Interchange, and a
- Railroad Overcrossing at 156th St NE.





Whiskey Ridge Neighborhood: Three roundabouts are planned to be installed 87th Ave. NE between 40th St. NE and SR 92.



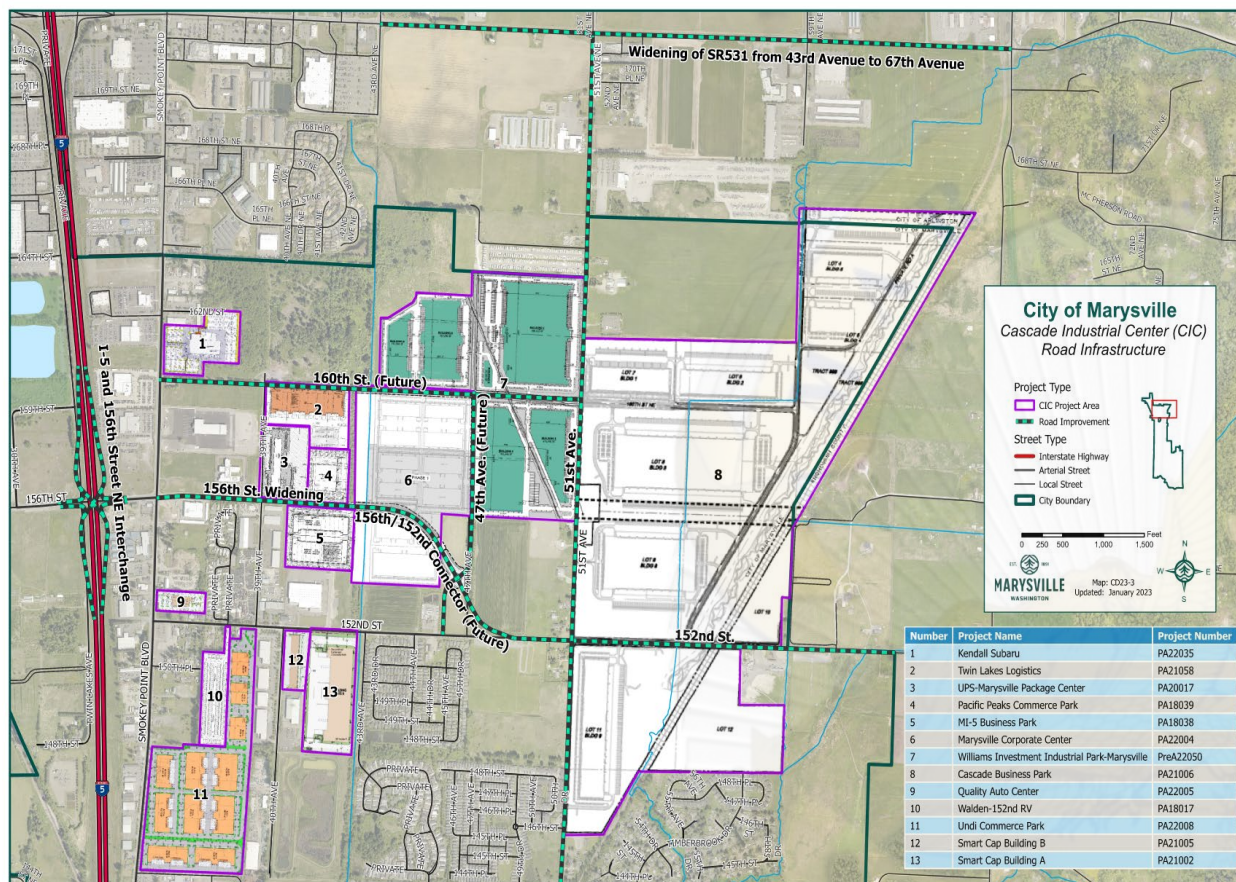
SR 529/I-5 Interchange: This project will extend the northbound HOV lane from Everett to Marysville and complete the current half interchange by constructing a new I-5 northbound off-ramp to SR 529 and a new southbound on-ramp from SR 529 to I-5. The project will reduce congestion at the interchange of I-5/SR528 and allow traffic to avoid at-grade crossings with the railroad, which causes significant delays to the surrounding road system. The project is funded under the Connecting Washington Program, approved by the Washington State Legislature in the summer of 2015. The project is now being administered by the Washington State Department of Transportation.



Grove Street Overcrossing: Grove Street is a critical east-west corridor in downtown Marysville. Building a new overcrossing at the railroad crossing between Cedar Ave. and State Ave. will help eliminate significant congestion and lengthy traffic backups currently experienced due to increasing train traffic. The project was identified through a 2015 At-Grade Railroad Crossing Study as the most cost-effective overcrossing location. The City has completed 30% design of the project. We are seeking additional funds to complete the design and construct the project.

Employment

Cascade Industrial Center



In 2019, the City of Marysville established a 4,019-acre regional industrial development center leveraging available more than 1,762 acres of vacant land. Goals for the Cascade Industrial Corridor (CIC) initiative included creating 20,000 new FTE jobs by 2040.

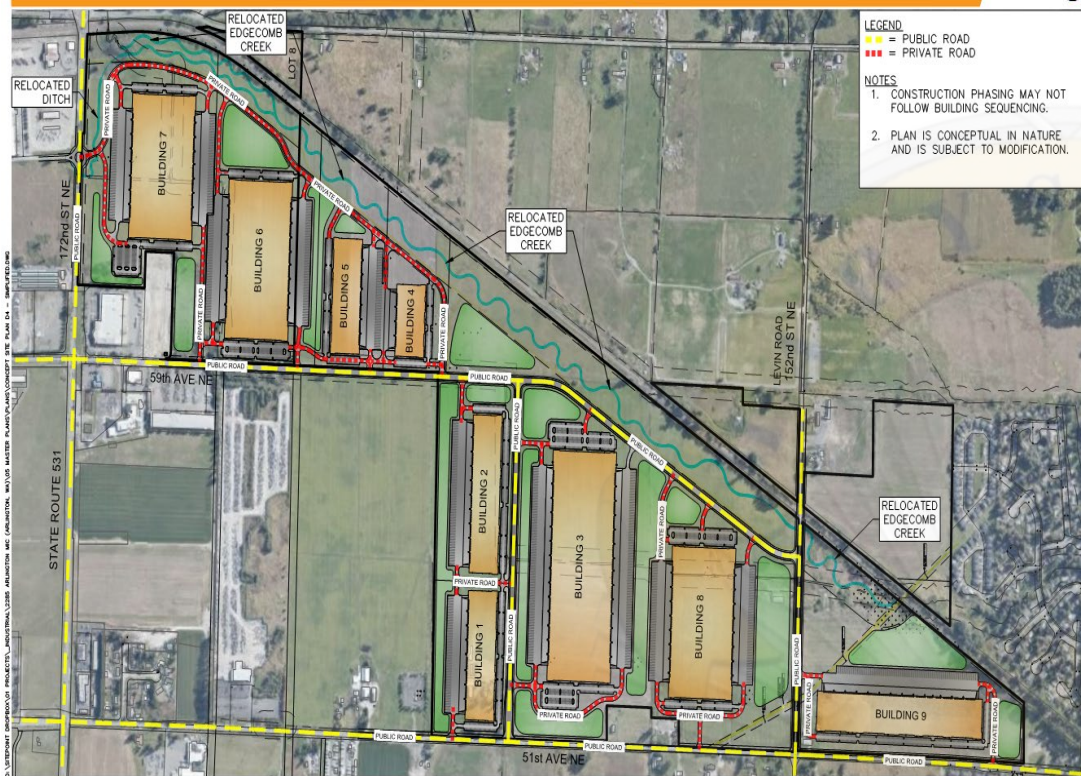
The City has issued eighty-two development permits, representing \$1.13 Billion in private investment and 3,315 direct Full-time Equivalent (FTE) jobs.

SOLI Organic

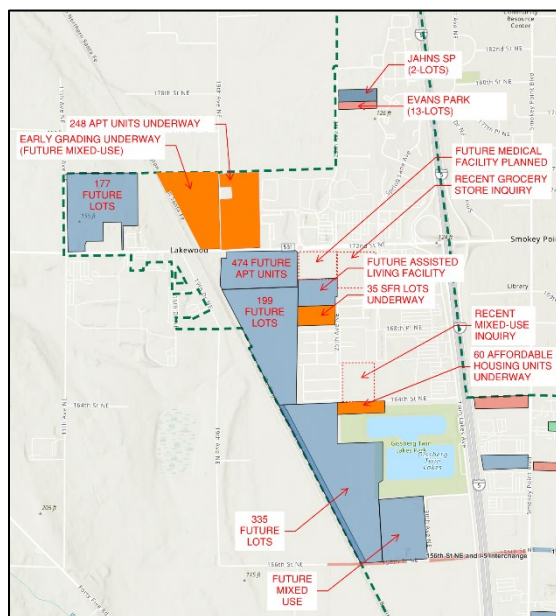
SOLI Organic will be located at 41010 156th St. NE (see #5 in the above map). This project is a \$30 million+ project which includes a 137,275-square-foot building and 100-200 employees.

Cascade Commerce Center

The Cascade Commerce Center will be located north of 152nd, west of 67th Ave. NE in both Marysville and Arlington. This complex has nine buildings, seven in Marysville and two in Arlington. The seven buildings in Marysville will be over 3 million square feet, sitting on 339 acres. (see map, page 27)

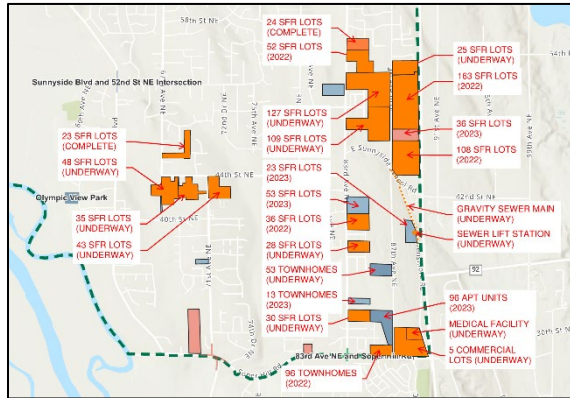


Housing



Lakewood Neighborhood

A large number of housing units are planned for the Lakewood neighborhood. Currently, 356 housing units are being built, including 60 affordable housing units, with another 1,187 units still in the planning phases.



Whiskey Ridge Neighborhood

Over 1,300 units are either under construction or in development review, including single-family residences, multiple-family units, and townhomes, as well as Commercial activity located on the NW corner of Soper Hill Road and SR 9 (Everett Clinic, Dental office & Retail and Soper Hill Station)

Prospector 2: Prospector 2 is a small lot single-family dwelling housing area with 108 lots. This project has two access points onto 87th Ave. NE with a connection to 85th Ave. within the “Ridge” providing indirect access to 83rd.

The Retreat: The Retreat is another small lot single-family dwelling housing area with 163 lots. This project also has two access points onto 87th Ave. NE.

Sources:

Draft “Housing Needs Assessment” prepared by ECONorthwest, dated May, 2023

Puget Sound Regional Council (PSRC) website

Washington State Office of Financial Management website

Snohomish County Countywide Planning Policies

<https://www.marysvillewa.gov/>

“City Vision and Planning Brief”, dated March 22, 2023

Crime in Washington – 2018 Annual Report, Washington Association of Sheriffs and Police Chiefs

Crime in Washington – 2019 Annual Report, Washington Association of Sheriffs and Police Chiefs

Crime in Washington – 2020 Annual Report, Washington Association of Sheriffs and Police Chiefs

Crime in Washington – 2021 Annual Report, Washington Association of Sheriffs and Police Chiefs

Crime in Washington – 2022 Annual Report, Washington Association of Sheriffs and Police Chiefs

Section 4: Performance Management

Introduction

The Marysville Police Department continues to focus organizational efforts on our Key Performance Indicators (KPIs). The goal in the ongoing evaluation of these metrics is to ensure that we, as an organization, best serve the Marysville community. To do so, the command staff must educate each member of the department and confirm that they understand their role in achieving the desired outcomes in support of the City's Mission – *A welcoming and engaging community, the City of Marysville provides opportunity and an enhanced quality of life for those we serve.*

Below are the KPIs used by the Marysville Police Department, utilized to evaluate overall organizational performance in these specific areas:

- City-wide NIBRS Crime Rates (*lower is better*)
- Case clearance rates that are greater than or equal to 30%
- 90% average customer satisfaction for professionalism with our Police Officers
- The response rate to priority calls for service is less than five minutes
- Citizen complaints per 1000 police contacts expressed as a ratio

These outcomes are compiled and reviewed monthly by command staff at the internal level and shared with city leadership via the City Council's Public Safety Committee. Examples of the data analyzed in this endeavor over the past five years follow.

Description	2019	2020	2021	2022	2023
City-wide NIBRS Crime Rates (<i>lower is better</i>)	56.9	49.5	47.8	52.2	
Case Clearance rates $\geq$ 30%	50.70%	51%	42.50%	41.10%	
90% Average customer satisfaction for professionalism	n/a	n/a	91%*	94.30%	90.30%
Response rate to priority calls for service ($\leq$ 5min)	3:43 min	4:29 min	4:04 min	4:47 min	4:23min
Citizen Complaints per 1000 police contacts	n/a	n/a	0.28	0.18	
* = Partial Year Data August - December 2021					
NIBRS crime rates are based on a per 1000 population					

Citywide NIBRS Crime Rates

(lower is better) Highlighted

And

Case clearance rates >= 30% Highlighted

Offense Overview

Offense Total	3,779
# of Cleared Offense	1553
Percent Cleared	41.1%

Group A Arrest Overview

Arrest Total	1,211
Adult Arrest Total	1,089
Juvenile Arrest Total	122

Group A Offenses	Reported 2021	Reported 2022	% of Change	Crime Rate per 1,000	Total Arrests	DV Offense Totals
Murder	1	0	-100.0%	0.0	0	0
Manslaughter	0	0		0.0	0	0
Rape	32	32	0.0%	0.4	6	10
Sodomy	4	6	50.0%	0.1	1	4
Sexual Assault w/Object	0	0		0.0	0	0
Fondling	30	21	-30.0%	0.3	11	8
Aggravated Assault	85	112	31.8%	1.5	70	46
Simple Assault	444	553	24.5%	7.6	360	362
Intimidation	96	68	-29.2%	0.9	38	22
Kidnapping	8	6	-25.0%	0.1	1	4
Incest	0	0		0.0	0	0
Statutory Rape	1	8	700.0%	0.1	6	2
Human Trafficking Offenses	0	0		0.0	0	0
Violation of No Contact/Protect.	227	223	-1.8%	3.1	160	175
Robbery	18	36	100.0%	0.5	14	0
Burglary	219	188	-14.2%	2.6	30	5
Larceny-Theft Offenses	757	969	28.0%	13.4	270	9
Motor Vehicle Theft	193	228	18.1%	3.2	19	5
Arson	12	7	-41.7%	0.1	1	2
Destruction of Property	370	411	11.1%	5.7	38	44
Counterfeiting/Forgery	54	44	-18.5%	0.6	3	1
Fraud Offenses	121	113	-6.6%	1.6	16	6
Embezzlement	3	3	0.0%	0.0	0	0
Extortion/Blackmail	1	4	300.0%	0.1	0	0
Bribery	0	0		0.0	0	0
Stolen Property Offenses	56	59	5.4%	0.8	31	2
Animal Cruelty	9	5	-44.4%	0.1	6	0
Drug/Narcotic Violations	181	182	0.6%	2.5	20	0
Drug Equipment Violations	425	447	5.2%	6.2	82	0
Gambling Offenses	0	0		0.0	0	0
Pornography	3	4	33.3%	0.1	1	0
Prostitution Offenses	0	2		0.0	1	0
Weapon Law Violations	57	48	-15.8%	0.7	26	0
Grand Total	3,407	3,779	10.9%	52.2	1,211	707

90% Average Customer Satisfaction for Professionalism



HOW SATISFIED WERE YOU WITH THE PROFESSIONALISM OF THE
MARYSVILLE POLICE OFFICERS THAT YOU INTERACTED WITH?

2.71 OF 3 **90.3%** FROM 2377 RESPONSES

*YTD October 2023

Response Rate to Priority Calls for Service (<5 min)

City-wide Response Times - Priority 1 Calls													YTD
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Average
2023	0:04:54	00:03:59	0:04:05	0:02:49	0:05:23	0:04:11	0:05:24	0:03:46	0:04:57	0:03:36			00:04:18
2022	0:07:07	0:04:46	0:04:00	0:08:51	0:02:58	0:05:25	0:03:08	0:03:54	0:03:43	0:03:45	0:05:01	0:04:50	00:04:46
2021	0:03:30	0:03:39	0:06:17	0:02:31	0:04:31	0:05:20	0:05:15	0:03:31	0:03:43	0:03:27	0:03:25	0:03:38	00:04:10
2020	0:06:34	0:06:49	0:04:47	0:02:51	0:01:44	0:06:38	0:04:18	0:03:09	0:05:24	0:03:34	0:02:55	0:04:59	00:04:35
2019	0:04:22	0:05:12	0:03:35	0:02:55	0:02:46	0:03:38	0:02:08	0:03:20	0:04:31	0:04:29	0:04:06	0:03:33	00:03:42

Average YTD Response Time for City-wide Priority 1 Calls: 4 min 18 sec (Down from 4 min 23 sec last month)

YTD 4-year Average is 4 min 18 sec

National Incident-Based Reporting System (NIBRS) Group "A" Crimes Rate per 1000 Population

Source: WASPC 2020-2022 Crime in Washington Annual Report National Incident-Based Reporting System (NIBRS) Group A crimes

*Total also includes crimes against society, higher than the sum of Persons + Property Crimes

NIBRS numbers represent "point-in-time" statistics and may change based on case resolutions and arrests that take place after numbers are published.

TOTAL CRIME RATE PER 1,000 POPULATION*	Statewide	Snohomish County	Marysville	Everett	Lake Stevens	Arlington	Edmonds	Lynnwood
2022	67.5	25.1	52.2	99.2	26.5	65.8	63.2	117.8
2021	62.6	26.3	47.8	93.6	20.9	73.3	60.8	86.9
2020	65.3	31.1	49.5	85.6	37.5	84.3	77.7	102.8
PERSONS CRIME RATE PER 1,000 POPULATION								
2022	14.4	6.2	14.1	16.4	7.5	16.9	8.9	16.8
2021	13.5	5.6	12.9	15.1	5.9	15.8	8.0	14.6
2020	13.0	6.3	11.5	14.6	8.0	15.6	6.8	14.7
PROPERTY CRIME RATE PER 1,000 POPULATION								
2022	51.2	18.3	28.6	77.0	16.2	45.8	45.9	89.2
2021	47.0	19.6	25.3	72.8	12.5	54.2	47.2	64.5
2020	48.1	22.3	26.4	60.1	24.1	50.6	59.8	61.6
CLEARANCE RATE								
2022	19.5%	31.3%	41.1%	27.0%	40.0%	34.8%	35.4%	43.2%
2021	18.9%	29.6%	42.5%	28.8%	45.4%	34.9%	27.9%	37.8%
2020	22.8%	33.4%	51.0%	36.7%	42.7%	55.6%	32.8%	49.9%
POPULATION								
2022	7,865,768	371,915	72,380	113,300	40,703	21,260	42,980	38,740
2021	7,772,506	374,925	70,040	114,700	38,535	21,710	42,780	41,020
2020	7,656,066	369,400	69,180	112,700	34,150	20,600	42,270	40,690

Additional Metrics

The graphics below outline additional outputs that help the Marysville Police Department measure performance. In addition to the five key performance indicators, we use other outcomes to track public safety performance. These include traffic enforcement (e.g., citations, DUI arrests, and collision investigations), embedded social engagements, and municipal jail activities.

2022

TRAFFIC TEAM BY THE NUMBERS	EMBEDDED SOCIAL WORKER PROGRAM	JAIL NUMBERS
Total traffic stops: 5,720	Total contacts: 459	Total bookings: 1,266 <i>(87+ from 2021)</i>
Total citations: 1,564	Assessments: 88	Releases: 69+ from 2021
Collisions: 1,480	Scheduled treatments: 62	Charges: 150+ Gross Misdemeanor bookings from 2023
DUI arrests: 86	Housing secured: 35	Court Unit Arrests: 30+ from 2021

Looking into the Future

The department intends to follow a data-informed approach to improving our performance metrics in the next several years. These efforts will be critical in informing our requests and decision-making regarding many of the issues discussed in Section 2 of this report related to the growth within the city and the corresponding increased needs related to department staffing. These needs lie within commissioned officers, custody officers, and support staff areas.

A current issue under study by the command staff involves the addition of custody staff within the new facility as population numbers increase toward capacity as we increase police staffing and adjust enforcement strategies. Issues under consideration that will inform both staff and funding increases include inmate medical care, programmatic enhancements (e.g., AA/NA meetings), inmate housing supplies (e.g., bedding, uniforms, and toiletries), food needs, and operational processes (inmate movement, staff/inmate ratios, and more).

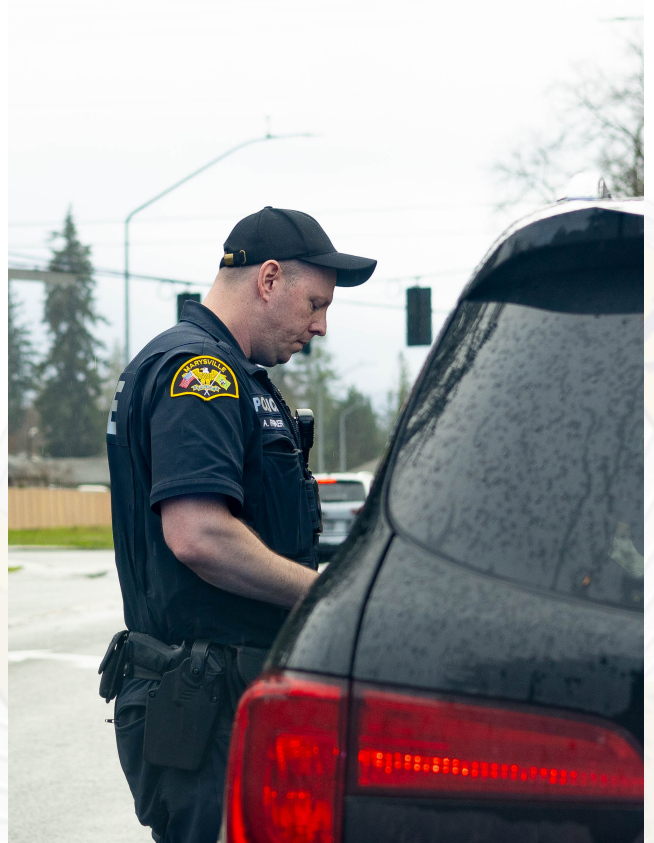


Deployment Strategies

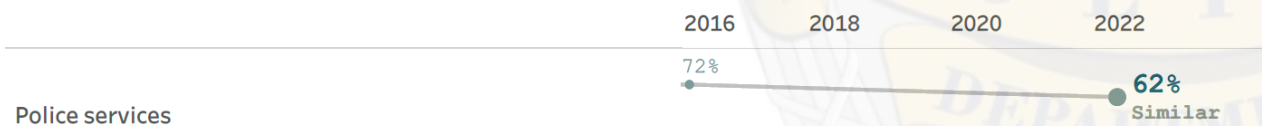
Policing deployment strategies and crime rates will continue to drive perceptions of the number of citizens reporting they feel safe while walking alone at night in their neighborhood.

The Marysville Police Department will continue to focus on a customer service-based approach to meet public expectations. In addition to the SPIDRTECH metrics mentioned above data that is evaluated monthly, the recent National Citizen Survey designed to help inform the functional plan tells us that only 62% of survey respondents rated the Police Department's overall level of service as excellent or good. As with the previously referenced SPIDR Tech responses, we aim to improve our satisfaction rate to above 72% in future National Citizen Surveys. Ideally, these two numbers should correspond. However, we note that SPIDRTECH results reflect those who have had recent contact with the Police Department and may represent a more valuable metric.

The Citizen Survey numbers will reflect broad attitudes and impressions of the department, which are still useful for gauging overall community trust in policing.



**Please rate the quality of each of the following services in Marysville.
(% excellent or good)**



Section 5: Public Safety Service Delivery

Introduction

The Marysville Police Department will provide law enforcement services in a manner that reflects the core values of accountability, courage, leadership, integrity, and professionalism.

The goal is to deliver law enforcement services that meet or exceed our Key Performance Indicators (KPI). Our KPIs are:

- City-wide NIBRS Crime Rates (lower is better) – Rates that are lower year to year.
- Case clearance rates $\geq 30\%$
- 90% Average Customer Satisfaction for Professionalism
- The response rate to priority calls for service (<5 min)
- Citizen complaints per 1000 police contacts

Service Delivery Strategy

The Marysville Police Department will need to maintain its standing as a full-service professional police agency providing patrol services, follow-up investigation, traffic enforcement, collision investigation, records management, diverse and pro-active crime intervention efforts, robust community engagement, code enforcement, a growing embedded social worker program, and municipal jail services.

The Records Unit has a performance standard of providing an initial response to public records requests within five days - 100% of the time. Providing an initial response means producing a letter or communication acknowledging the submission and either providing the requestor with the record or an installment, informing them of no responsive documents, or providing an exemption or the estimated time we need to produce the records.

As of 2022, the staff met this performance standard **100%** of the time. Recent improvements and efficiencies recognized through the deployment of a standardized and streamlined GOVQA process allow for the police department to be much more efficient with fulfilling requests than under methods we previously used.

Beyond the initial response to public records response, the accompanying infographic details the percentages of public records requests that are both completed and closed within five days. It is worth noting that public records requests continue to increase in the level of complexity as well as the volume of submissions.

Year	Total requests	Avg. requests per month	First response within 5 days	Requests closed <5 days	% of requests closed < 5 days
2020	2140	178	100%	173	8%
2021	2212	184	100%	120	5%
2022	2246	187	100%	994	44%
2023*	2276	228	100%	1510	66%

*2023 = Year to date - January 1, 2023 through October 30, 2023

Anticipating and Reacting to Growth

As the City moves towards developing the downtown waterfront, Whisky Ridge, and Lakewood neighborhoods, the Marysville Police Department will adopt strategies designed to address growth proactively. We will create life and safety protection plans and deploy appropriate staffing. The anticipated population increase in North Marysville and other forecasted growth within the City boundaries will add significant staffing challenges. There is a strong desire to maintain the department's current offering of complete services in urban centers.

As a hub of growth for the north Puget Sound region with available, affordable land in the tri-county area, the City of Marysville is positioned as a growth leader for the coming decades.

Partnerships and Programs

As the City continues to grow, we will work with our regional partners, specifically our neighboring jurisdictions of the Tulalip Tribal Police, the Snohomish County Sheriff's Office, the City of Arlington Police, Lake Stevens Police, and the Everett Police, to coordinate policing strategies designed to create a safe region. Additionally, we will leverage partnerships with the FBI, the United States Marshals Office, and other federal and regional partners to participate in regional task forces aligning with Marysville community safety priorities.

Gold Line Express Transit

The Community Transit SWIFT Gold Line is anticipated to route through Marysville. The SWIFT Gold Line is a commuter bus route with fewer stops than standard bus routes. This transit option allows commuters to get to their destination more quickly. The impact on our department will

increase with additional commuters entering our City. Anticipated ridership includes commuters coming to work in the Cascade Industrial Center, but it can also increase access for those who intend to commit crimes in our community.

Regional Efforts

We anticipate adding staff to regional teams and task forces once we have the staff. Those teams and task forces include:

- Snohomish Regional Drug & Gang Task Force
- Snohomish County Auto Theft Task Force (SNOCAT)
- Region 1 SWAT Team
- Snohomish County Violent Offender Task Force
- Restarting the successful North County Property Crimes Taskforce

Technology

Body-worn camera videos will continue to increase and thus create more Public Records Requests. It will take more staff time to prepare the videos to be released.

As of late 2023, we have five FLOCK License Plate Reader (LPR) cameras installed in the City. This tool helps assist in criminal investigations to identify and capture suspects. Increasing the LPR cameras throughout the City will have to be reviewed with the anticipated growth.

Another essential strategy will be improving the Mobile Data Computers (MDCs) and their capabilities. Allowing staff to remove the computers to take into crime scenes to take statements and begin reports will allow for a more efficient level of service to the public.

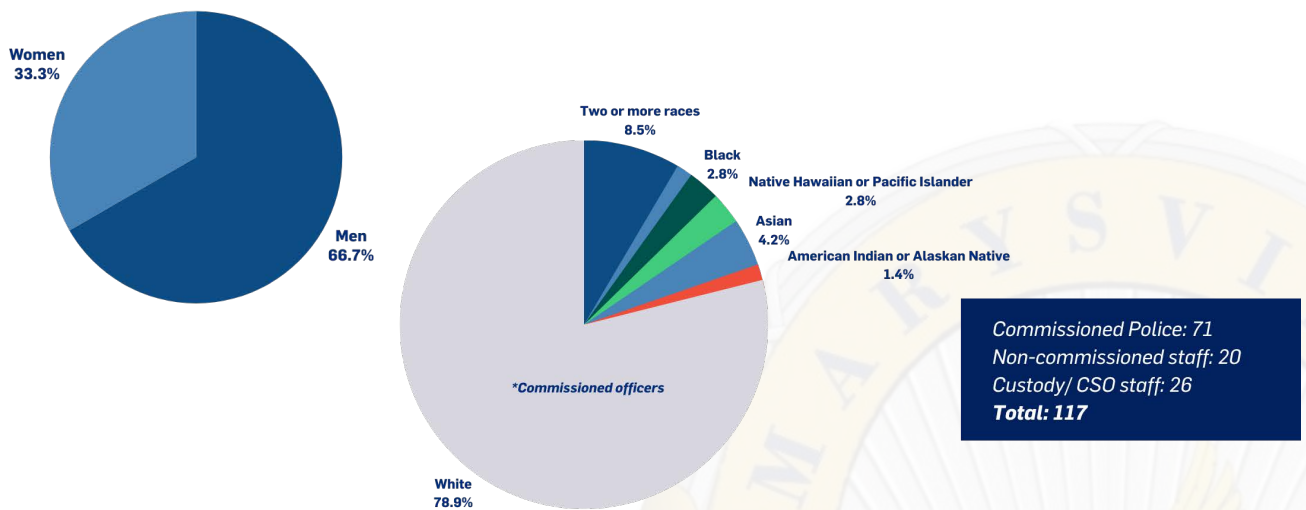
With cameras – LPRs, surveillance, Ring, etc.- we will have to consider the impact on staff and staff time to process and review all the digital evidence.

Staffing Strategies

So that we can meet internal and external service requirements, there is a vital need to add staff in all areas of the department. We will need to increase staffing in the investigations unit, create a Digital Forensics Unit (to address the anticipated increase in digital evidence), and add additional records and evidence staff to handle the increase in police reports.



MPD Demographics



Service Standards and Level of Service

Marysville is planning for a population of 99,822 residents and 32,926 people employed within the City of Marysville by the year 2044, which is 27,442 more people and 16,015 more jobs than in 2023. We will need additional staffing to continue providing the same, or better, level of service.

We currently (2023) have 1.08 officers per 1,000 residents and a total of 131 Full-Time employees – 80 commissioned officers, 25 Custody Officers, and 26 support staff. If we sustain officer staffing based on the above ratio and projected population increases, we would need to add **30 police officers, 20 custody officers, and 10 support staff** (a total of 191 full-time employees) by 2044. Custody and support staff needs will be based not only upon a ratio of commissioned police officers but also upon the actual workload needs of the department and the average daily population of the jail.

Marysville currently operates with 80 authorized police officers for a community of just under 74,000, operating at a 1.08 Officers per 1,000 population. According to industry information, the ratio of full-time officers per 1,000 residents nationwide ranges from 2.6 per 1,000 to 1.8 per 1,000, with an average ratio of 2.5 full-time officers per 1,000 residents. A **2013 ICMA study found**, "As easy as it is to comprehend and apply, this model is equally inefficient and unreliable."

Given that the officers per 1000 population formula is not the preferred method for justifying additional personnel, evaluation based on performance standards (crime rate, case clearances, collisions, and citizen satisfaction) shows that the above hiring projection is irrelevant to the City of Marysville.

A workload demands evaluation of the police department's staffing needs is the preferred method to evaluate staffing based on a call-per-officer standard. A review of 2022 calls per officer from

Snohomish County police agencies showed an average of calls per officer of 836. A study of calls per officer for just Everett PD, Edmonds PD, Lynnwood PD, Snohomish County Sheriff's Office, and Marysville PD showed an average call-per-officer of 715 based on our authorized staff of 80 police officers. Forecasting 2023 calls for service, we anticipate that we will surpass 71,000 calls for service, which equates to a ratio of 887 calls per officer based on 80 authorized staff. Considering the true impact of the calls for service on the 47 staff assigned to patrol (including seven sergeants and the traffic team), this works out to 1510 calls per patrol officer.

In 2023, data indicates a projected 3600 calls for service that will be handled by Community Service Officers, and additionally, 1500 Code Enforcement cases are projected for 2023. Backing these calls out of the call load averages adjusts the volume of work to 1402 calls per officer.

If we assume calls for service will stay at the same rate as population growth, a 38% increase by 2044, the workload of 715 calls per officer more realistically projects the need for an additional **61 commissioned officers**, or a 76% staffing increase.

A 76% increase in commissioned officers means additional support and custody staff work. Suppose we keep our current ratio of 0.325 support staff per commissioned officer. In that case, we need another 20 support staff distributed among the support functions of the department. Additionally, to adequately staff the jail to house 96 residents, we need 20 additional custody officers. The total of full-time staff required to meet community needs by 2044 is 232 positions.

Overview of Proposed Staffing Deployment by 2044

With an anticipated staff of 232 full-time positions by 2044 the Marysville Police Department will consist of 61 additional commissioned officers, 20 additional support staff, and 20 additional custody officers.



Sixty-One (61) Commissioned Staff:

Thirty-five (35) additional staff to Patrol and Support Operations are envisioned to support enhanced call loads:

- This model supports the creation of north and south patrol districts on each day shift and night shift broken down as follows:
 - One (1) Sergeant and six (6) Officers North and one (1) Sergeant and six (6) Officers South
- Four (4) bicycle officers and (1) Sergeant to support patrol and enhance staffing.
- Four (4) Additional Officers and one (1) additional Sergeant to the Traffic Unit as Motorcycle Officers focused on community traffic safety
- Two (2) Additional School Resource Officers
- Two (2) Additional Officers assigned to the N.I.T.E. Team
- Four (4) Patrol Lieutenants – Watch Commanders for each day and night shift to provide enhanced supervision and leadership. The Lieutenants would work a 4/10 schedule.
- One (1) Special Operations Lieutenant – To provide enhanced supervision and leadership over special operations units.
- Two (2) additional desk officers to provide assistance to patrol by handling walk-in calls, online reports, etc. (one stationed north, one south)

Twenty-six (26) additional staff to Operations support roles:

- One (1) Sergeant and (8) detectives – Increasing ability to investigate property crimes and general crimes and adding a Video Forensics Unit.
- One (1) Investigations Lieutenant – To provide enhanced supervision and leadership over the Investigations Unit.
- One (1) Commander – Commander to dedicated Jail Supervision and Management.
- One (1) Assistant Chief (AC) – Additional Assistant Chief to divide duties between Operations and Administration at the AC level.
- Four (4) additional training and hiring officers and one (1) additional Sergeant to hire and recruit new staff and to facilitate/provide training required by law and Accreditation Standards.
- Two (2) additional Crime Prevention officers
- Two (2) officers for Community Outreach/Embedded Social Worker
- Two (2) detectives for the Snohomish County Drug Task Force and Auto Theft Task Force.
- Two (2) officers assigned to the Snohomish County Violent Offender Task Force (VOTF)
- One (1) additional Police Officer Assigned to the Embedded Social Worker program

Twenty (20) Support Staff:

- Eight (8) additional Police Records Techs
- Four (4) additional Public Disclosure Specialists to address the increase in PRR requests and body-worn camera redactions.
- Three (3) additional supervisors to address the span of control.
- One (1) new position of Jail Billing/Classification Specialist.
- Two (2) additional Community Support Specialists to address the increase in demand for behavioral health and addiction services.
- One (1) Community Support Aide to provide enhanced service to the Mental Health and Embedded Social Worker Programs.
- One (1) additional Evidence Technician to address the increase in workload in the Property and Evidence Room.

Twenty (20) Custody Officers:

In 2021 and 2022 work began extensively on planning for the new Jail facility located at 601 Delta Avenue. The following pages contain an example schedule for projected staffing for the full operation of the jail if the City is maximizing the number of inmates and jail services. This considers operations to include high bed utilization and/or contracts with outside agencies for housing inmates. A robust program and services plan for inmates, like GED classes, AA meetings, Chaplin services, appropriate training, and education opportunities. Growth projections for the jail will have other contingencies such as criminal justice reforms, local legislation, and more. As part of the staffing study for the new jail, an ideal staffing plan was developed that envisions a staff of 42 Custody Officers, including two (2) sergeants, eight (8) corporals, two (2) Court security officers, and 30 Custody Officers.

The current staffing for the custody operation took the jail to 25 Custody staff as of 2023. To complete the hiring plan calls for the hiring of the additional following staff:

- One (1) Custody Sergeant
- Four (4) Custody Corporals
- One (1) Court Security Officer
- Eleven (11) Custody Officers, to include one dedicated to inmate classification

Additionally, leadership suggests hiring an administrative assistant dedicated to jail business (equipment/supply ordering, payables and billing).

As this plan was developed prior to achieving full operational capacity within the new facility, more evaluative time needs to be given to daily inmate populations, impacts of local and state legislation, and considerations of potential outside contracts, prior to continuing along this hiring plan. We prescribe an evaluation in the first quarter of 2024 to evaluate the existing needs of the jail to refine this staffing plan and the speed at which it should be implemented.

With the growth of the new facility brings a fundamental need to grow the supervisory structure to appropriately match the growth in staff. Philosophically we are committed to having career professional custody staff hold all the leadership roles within the facility. In 2023 the department removed the need for a police sergeant role in custody leadership. We have dedicated a considerable amount of time and effort into the development of leadership qualities of custody staff members. Focused, intentional development and mentorship will continue.

Future consideration should be given to the rank structure of the jail, with recommendations to eventually reclassify Custody Corporals to Sergeants and Custody Sergeants to Lieutenants. Work may also need to be done in this area to ensure labor agreements align appropriately.

Example Jail Staffing Calendar

		SAMPLE FULL STAFFING CALENDAR																														
	NOVEMBER 2024	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
CMDR																																
Sergeant	Housing																															
Sergeant	Booking/ Release/ Court																															
Group A	HOUSING DAY SHIFT																															
0600-0800	CPL. Housing Day Shift																															
0600-1800	Tower																															
0600-1800	Tower/ Float																															
0600-1800	Housing Security																															
0600-1800	Housing Security																															
Group A	HOUSING NIGHT SHIFT																															
1800-0600	CPL. Housing Night Shift																															
1800-0600	Tower																															
1800-0600	Tower/ Float																															
1800-0600	Housing Security																															
1800-0600	Housing Security																															
Group B	HOUSING DAY SHIFT																															
0600-1800	CPL. Housing Day Shift																															
0600-1800	Tower																															
0600-1800	Tower/ Float																															
0600-1800	Housing Security																															
0600-1800	Housing Security																															
Group B	HOUSING NIGHT SHIFT																															
1800-0600	CPL. Housing Night Shift																															
1800-0600	Tower																															
1800-0600	Tower/ Float																															
1800-0600	Housing Security																															
1800-0600	Housing Security																															
Group B	INTAKE DAY SHIFT																															
0600-1800	CPL. IRC Day Shift																															
0600-1800	Booking Officer																															
0600-1800	Release Officer																															
0600-1800	Booking Relief/ Sec. Ofc.																															
0700-1900	Classification																															
Group B	INTAKE NIGHT SHIFT																															
1800-0600	CPL. IRC Night Shift																															
1800-0600	Booking Officer																															
1800-0600	Release Officer																															
1800-0600	Security Officer																															
Group A	INTAKE DAY SHIFT																															
0600-1800	CPL. IRC Day Shift																															
0600-1800	Booking Officer																															
0600-1800	Release Officer																															
0600-1800	Booking Relief/ Sec. Ofc.																															
0700-1900	Classification																															
Group A	INTAKE NIGHT SHIFT																															
1800-0600	CPL. IRC Night Shift																															
1800-0600	Booking Officer																															
1800-0600	Release Officer																															
1800-0600	Security Officer																															
	COURT SECURITY																															
0700-1730	Court Security Officer																															
0700-1730	Court Security Officer																															
B = BEREAVEMENT LEAVE M = STAFF MEETING AL = ADMIN LEAVE		LD=LIGHT DUTY R=RANGE SL=SICK LEAVE T=TRAINING TI=TRAINING INSTR V=VACATION FM=FMLA																														

Section 6: Community Engagement

Introduction

The Marysville Police Department is dedicated to customer service and problem-solving through collaboration and communication. Marysville has a strong history of Community Oriented Policing.

The engagement team consists of two School Resource Officers, serving primarily two high schools, three middle schools, and about 9,800 students. In the past several years, we expanded our social media footprint with a presence on [Facebook](#), [Instagram](#), [X \(Twitter\)](#), [YouTube](#), [LinkedIn](#), [Nextdoor](#), and our [Behind-The-Scenes online series](#). We host numerous community events throughout the year, including National Night Out and Coffee with a Cop.

Community outreach efforts remain a cornerstone of the department's service delivery strategy. The police department sees engaging in proactive community efforts as contributing to the low crime rate in the city. The department has a robust and successful volunteer program and is recovering more participation numbers post-pandemic. As we identify new initiatives, we will evaluate expanding volunteer roles where appropriate to meet the service demand.

As call volumes build, we continue to challenge staff to evaluate internal expectations and what the community expects from us. We will continue to measure ourselves through the four primary performance outcomes of crime rates, clearance rates, collision rates, and citizen satisfaction.

At the Marysville Police Department, we don't just police a community; we engage, collaborate, and communicate with our neighbors. Our dedication to community-oriented policing is the driving force behind what we do. Together, we are building a safer, stronger city.

Technology

Online reporting systems have proven invaluable tools for our department, streamlining operations and delivering substantial cost savings. By allowing community members to submit non-emergency incident reports online, these platforms reduce the burden on police resources previously dedicated to processing routine complaints. Officers can now allocate their time more efficiently, focusing on critical tasks while the online system handles minor incidents. Additionally, costs are decreased, as the department can redirect funds previously spent on paperwork and administrative tasks. In turn, this enhances the overall effectiveness and responsiveness of your Marysville Police Department, ultimately benefiting the entire community.

Total Incidents	Incidents Without Officer Follow-up	Estimated Hours per Report if Taken by an Officer	Estimated Cost per Hour if Taken by an Officer (\$)	Total Hours Saved	Total Savings (\$)
625	321	30 Mins ea = 160.5 Hours	\$51.00 per hour	160.5	\$8,185.50

In addition to taking reports, technology allows us to track crime trends, share the [online crime](#) map with the community, and respond to complaints quickly and efficiently via our email system, website, and online crime reporting site.

Social Media

The department maintains a significant presence on social media, supported by our communications team and public information officers. These methods allow us to engage and educate the community; we receive feedback and questions regarding calls for service, questions about our city, and employment inquiries. We share the culture and values of the police department. Technology allows for the quick and accurate sharing of information; when the department identifies a new crime trend or seeks help finding a missing endangered person, social media helps inform the public.

The department noted significant growth and recognized success from growing our social media footprint.

Facebook

[@MarysvilleWAPolice](#)

Page likes (as of Feb. 15, 2024): **5.2K**

Facebook followers (as of Feb. 15, 2024): **7.9K**

Facebook reach (Jan. 1 – Sept. 7, 2023): 309,459



Posts with the most engagement:

Happy Barkday to me!

K9 Copper here from your Marysville Police Department. Today is my 8th birthday (56 in dog years), and my birthday wish is for you to wear your helmet when riding bikes and scooters.

Helmets are like superhero gear, protecting your brain and keeping you safe on your adventures. During the Strawberry Festival Grand Parade last month, my human coworkers gave away nearly 100 bicycle helmets!

So don't forget to wear your helmet and say hi when you see me and my human partners patrolling the neighborhood!

Marysville WA Police
July 26 · 🌐

🐾 Happy Barkday to me!

K9 Copper here from your Marysville Police Department. Today is my 8th birthday (56 in dog years), and my birthday wish is for you to wear your helmet when riding bikes and scooters.

Helmets are like superhero gear, protecting your brain and keeping you safe on your adventures. During the Strawberry Festival Grand Parade last month, my human coworkers gave away nearly 100 bicycle helmets!... [See more](#)



👍❤️ You, Tara Romerdahl Mizell, Laurie Barbosa and 271 others 35 comments 33 shares

👍 Like

💬 Comment

➦ Share

Erik Scairpon
July 15 · 🌐

Fantastic work by your [Marysville WA Police](#) Department and our colleagues in California on a safe resolution! #nicejob

CHILD FOUND SAFE



McKinsley Cheyenne Ellis

Tawnya Jean Ellis

Marysville WA Police
July 15 · 🌐

NEW INFORMATION: We are happy to announce that McKinsley has been located in San Francisco. She is safe and in protective custody with Child Protective Services. Arrangements are being made to return her to her father.

Detectives are working to secure an arrest warrant for Tawnya Ellis.

👍❤️🐾 Tara Romerdahl Mizell, Connie Mennie and 36 others

1 comment 4 shares

👍 Like

💬 Comment

➦ Share

... Love, Copper

[#K9Copper](#) [#WoofWednesday](#)

[Link to post](#)

NEW INFORMATION: We are happy to announce that McKinsley has been located in San Francisco. She is safe and in protective custody with Child Protective Services. Arrangements are being made to return her to her father.

Detectives are working to secure an arrest warrant for Tawnya Ellis.

[Link to post](#)

Instagram

[@MarysvillePD](#)

Followers:

1,409

Date joined: May 19, 2021

50

Most popular posts:

BE AWARE: Fentanyl pills, commonly called Rainbow Fentanyl, have been found and confiscated by our officers in Marysville.

During "Operation Clean Sweep" on Friday, 28 grams of meth and more than 200 fentanyl pills were confiscated. Pictured are some of the fentanyl pills, found in a Tic Tac container and colored to look like candy.

"Operation Clean Sweep" led to eight arrests, 37 contacts, one citation, three drug referrals, two seized narcotics, and one seized vehicle.

This work proactively targets individuals committing crimes throughout the city, with a focus on visible livability issues like trespassing, narcotics use, traffic crimes, shoplifting and other community concerns. Units assigned to the operation also assisted patrol with a shoplifting and assault case at Coastal.

Our department commends the officers and assigned personnel involved for their exceptional work in creating and executing this plan, and in ongoing efforts to maintain Marysville's safety.

[Link to post](#)



This morning just before 10 a.m. a report, now determined to be a swatting call, was made to the Marysville Police Department's non-emergency line. The call made false reports of an active shooter threat at a Marysville high school.

Officers quickly responded to the high school after the report was made, and once arriving on the scene determined there is no threat to students at the high school or to anyone in the area. A swatting incident entails generating an emergency law enforcement response against a target victim under false pretenses. We have learned there have been similar prank calls in multiple counties throughout the state.

Student Resource Officers will remain on campus out of an abundance of caution.

[Link to post](#)



Twitter

[@MarysvilleWAPD](#)

10.2K followers

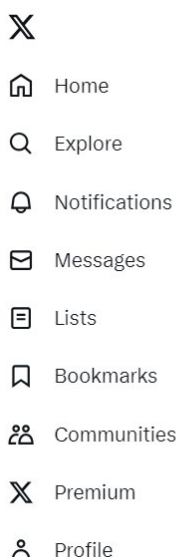
Twitter is our instant and direct line of engagement with our media partners.

Top media tweet:

We're howling with excitement because today is [#NationalPoliceDogDay!](#)

From taking a bite out of crime to sniffing out trouble, K9 Copper and K9 Steele have proven themselves to be true heroes in our community. Let's give them a round of a-paws! [#K9Copper](#) [#K9Steele](#)

[Link to tweet](#)



Behind the Scenes

[Link to page](#)

Launched August 2021

Views: 1,043

Users: 863



Nextdoor

[Marysville Police Nextdoor agency profile](#)

16,046 users are subscribed to MPD's agency profile, 61.93% of Nextdoor users in Marysville are subscribed to our agency page (25,877 users on Nextdoor live in Marysville)

Section 7: Capital Facility & Major Equipment Requirements

Introduction

The Department provides quality policing in partnership with the community through long-term problem-solving, crime prevention, and law enforcement. All police operational and support functions are based out of the City-owned and maintained Marysville Civic Center (MCC) at 501 Delta Ave NE. The MCC, a voter-funded public safety project to build a new police station and jail was opened in 2022. An auxiliary evidence storage and processing facility is being constructed with expected occupancy during the first quarter of 2024. This location will include garage storage for impounded vehicles pending search warrants, evidence processing of those vehicles, and long-term evidentiary storage of large, bulk, and excess evidence and property.



Police Department

The Police Department is currently located at 501 Delta Ave was built in 2022, the facility is approximately 80,369 square feet. The police building currently contains office space, a customer service front counter and reception area, a records storage area, property and evidence storage, an evidence processing area, training classrooms, break rooms with food prep areas, a temporary holding cell, and an armory for weapons repair and storage.



Smokey Point Substation

During the 2005 Comprehensive Plan update, the City identified the need for an office for the Marysville Police Department's north-end beat. In June 2014, the North Annex at 15526 Smokey Point Boulevard was opened to address this need. The substation is approximately 2160 square feet. The substation building currently contains office space, a training classroom area, a physical fitness workout area, a food prep area, and a secure parking area. This substation may be at risk due to future off-ramp work intended for the 156/I-5 Interchange although this work is projected out to 2031.



Auxiliary Evidence Building

The police department recently purchased, designed, and built an evidence and property storage facility.

The evidence and property storage facility consists of two buildings. The buildings are located at 10118 State Ave. The evidence property storage building A is approximately 5322 square feet. Building B is approximately 2176 square feet. The buildings contain areas for secure property and evidence storage.

The storage area includes a secure parking area and storage for evidence of impounded vehicles.



Marysville Municipal Jail

The Police Department is attached to the Marysville Jail. The Marysville Jail is addressed separately and is addressed as 601 Delta Ave Marysville Washington. The Marysville Jail is a state-of-the-art facility. The jail houses up to 96 residents. The jail consists of 4 pods containing sleeping areas and recreation areas for the residents. The jail also consists of office space, a booking area, a property storage area, a kitchen

with a food storage area, a medical area, an observation tower, and a two-bay sally port with additional inmate property storage.

Prioritized Needs

The main Police Department located at 501 Delta Ave. serves as the primary police facility and currently operates at near-maximum capacity. The impact of adding additional employees to the current facility would vary. If field staff positions, such as police officers, were added, the size and adaptations of common and shared-use areas would require review. Areas such as locker rooms shared desks, shared offices, and workrooms, meeting, and conference rooms would require potential space reconfigurations. Specifically, there are currently 14 available workspaces, or cubicles, in the Investigations common area. Staffing specialty units such as traffic and NITE will reduce that space significantly. With the addition of new police officers would come additional requirements for support staff, such as records technicians, property room technicians and administrative staff. The addition of some of these positions would require expansions in the records work area and property room office to accommodate the additional employees.

Current Cost of Operational Maintenance for the Public Safety Building

The City of Marysville's Public Works Department expends approximately \$258,000 annually to maintain the Public Safety Building.

Maintenance includes paint, routine wear and tear repair for the facility and its operating systems. This building is brand new and in excellent condition. The breakdown of this cost is as follows:

\$	57,645.00	R&M Budget Line
\$	6,500.00	R&M Budget Line
\$	8,000.00	R&M Budget Line
\$	30,000.00	R&M Budget Line
\$	5,000.00	R&M Budget Line
\$	53,588.50	Janitorial Salaries
\$	34,587.00	Maint Salaries
\$	20,000.00	HVAC Maint
\$	42,780.00	Door & Security
\$	258,100.50	

Design Considerations for Future City Facilities

The Police Department has maintained two officer workstations, one located at 501 Delta Ave and the other located at 15524 Smokey Point Blvd. Both have shared space for officers to work. Anticipating population and business growth in both the Downtown, and East Hill area and the north part of the city, police facilities will need to expand to ensure community access to services, especially in the north end of the city as community transportation expands.

In the future, the City should consider evaluating to construct or lease police substations in the north and east areas of the city. This can reduce overhead costs and provide a means for keeping officers deployed in the field.

The city may benefit from space sharing. As the city continues to develop and increase public transportation the City should promote opportunities to partner with other agencies and form private/public partnerships to share space creatively to meet public safety needs. For example, a storefront City Hall in the Lakewood area, or a stand-alone north end City facility could include public safety space for Officers working in this area and provide an access point for City services in the north end of our community.



Future Considerations for Capital Equipment

In partnership with the City's Fleet Operations, we maintain a fleet of patrol and special purpose vehicles; a mobile command post, a tactical rescue armored vehicle, and a prisoner transport van and SUV. The Crisis Negotiation Team vehicle/crime scene van is a vehicle that serves multiple purposes including as a mobile command post. All are currently functional; however, they are aging rapidly. By exploring and establishing partnerships with area law enforcement agencies in certain specialty areas we can share costs for the purchasing of expensive capital vehicles, and the City will benefit from cost sharing.

Technology to Support Best Practices in Intelligence-Led Policing Efforts

Marysville has worked to integrate methods of collaboration, in partnership with the community, to reduce crime and increase safety proactively. Leveraging new and developing technologies to provide real-time, statistics-based information to officers and citizens help achieve this goal.



Section 8: Stakeholder Process

Introduction

The police department is engaged in a continuous feedback loop with our internal and external stakeholders; we solicit feedback to help us determine the needs and wants of the community. Below is a list of efforts and meetings designed to obtain input from community members, City Board and Commission members, City staff, and City council members. These stakeholders will continue to help shape future programs and enforcement efforts of the Marysville Police Department.

Community Input Timeline

- On-going - Mayor and Director's Team meetings
- November 2022 National Citizen Survey
- Conducted regular Diversity Advisory Committee meetings to listen to the priorities and concerns of underrepresented populations in Marysville
- May 2023 – a series of five neighborhood meetings solicited feedback and refinement of community priorities for the City of Marysville
- July 2023 - Public Safety Committee Meeting
- July-October 2023 City Strategic Planning Initiative
- August 2023 Community Neighborhood Meeting
- Winter 2024 - City Council work session
- Winter 2024 - Planning Commission – study sessions
- Winter 2024 - Public Safety Committee/Outcome of Planning Commission review
- February 2024 - City Council study session and staff report
- March 2024 - Planning Commission report/approval
- March 2024 - Planning and Public Works Committee
- April 2024 - City Council study session and staff report
- May 2024 - City Council action/adoption of the plan

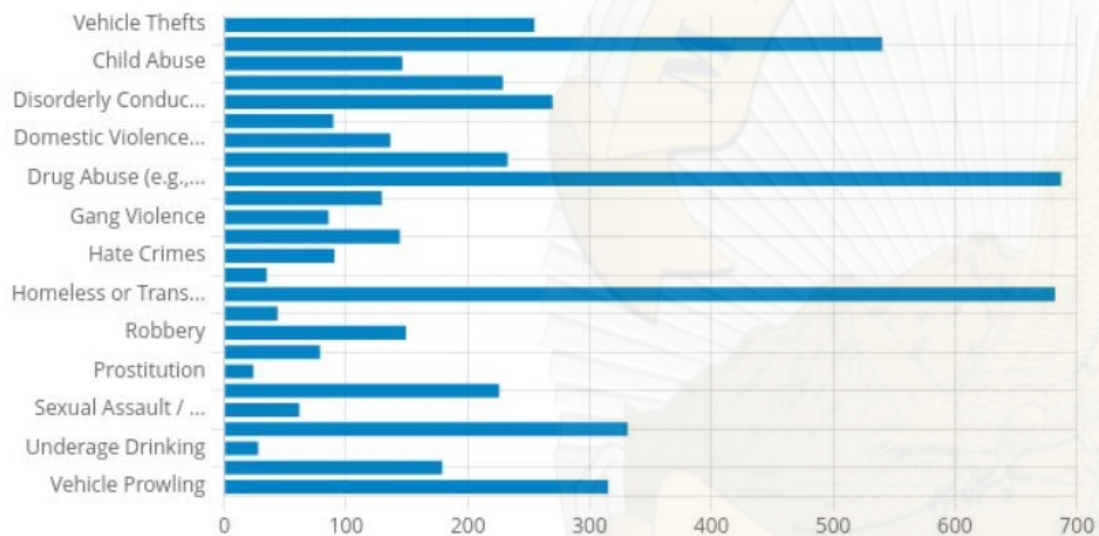


Additional Findings

Public safety issues related to **burglaries, homelessness, drug abuse, and traffic issues** continue to interest our community. The customer surveys sent through the SPIDRTech system continually poll those who request services from the Police Department on their top priorities.

The department's findings mirror anecdotal stakeholder feedback from e-mails and complaints to the Mayor's office and the Chief of Police. The community is concerned about quality of life issues and wants a clean and safe community to enjoy.

WHAT ARE THE TOP THREE ISSUES YOU ARE MOST CONCERNED ABOUT IN MARYSVILLE THAT THE POLICE DEPARTMENT COULD ASSIST WITH? (SELECT YOUR TOP THREE)



City Council - Planning Commission Joint Work Session | September 2023

On September 25, 2023, executive police leadership attended a joint City Council and Planning Commission session focusing on density. A discussion occurred regarding the Gold Line transit alignment, increased density along State Avenue, and establishing triggers for zoning changes.

During this meeting, we heard public comment from a member of the public who manages real estate investment that there is a strong desire to prioritize safety and protection for investments in the community. His point was that public safety is the basis for all other economic development.

City Council - Retreat | February 22-23, 2024

Section 9: Summary of Successful Implementation

Introduction

The functional plan review supports Marysville's Comprehensive Plan and our strategic budgeting process. It has defined the services and performance outcomes the Marysville Police Department will achieve by 2044 through the full implementation of the City Comprehensive Plan and supporting plans.

Historically, the police department has been through a time of intense change from turnover, police reforms, and legislative mandates. Our City Council has ensured that we are well-resourced with equipment and staff, including our brand-new police station and jail.

Public Safety Services and Engagement

To meet community expectations and organizational performance standards, we must look ahead to anticipate service needs and increases in public safety calls for service; we want to maintain a high degree of satisfaction among the community residents.

The most important investments we can make in the near term are adding patrol resources to our streets to support ongoing staff development, and training, and reducing officer burnout.



New Officer Costs

Base Salary Year 1 = **\$87,408**

Benefits Year 1 = **\$45,023**

Uniforms, Vehicle, & Equipment =
\$82,510

Total one year cost = **\$214,941**

Five year ongoing + initial cost =

\$830,073

Cost data based on 2024 salary rates and estimates produced in December 2023 in consultation with City Finance.

We recommend investments in adding to patrol overlap teams (3 to each patrol team for a total of six new officers), and one additional officer to each day and night shift patrol team for a total of four new officers. This represents an investment of 10 additional officers directed towards the patrol function of the department to meet the concerns of our community stakeholders and residents. This would bring the Marysville Police Department to an authorized force of 90 officers and bring the workload demand of call to officer ratio to 1:777, on our way to a desired workload of 1:715. Initial cost estimates indicate that this would be an initial public safety investment requiring about \$2.1 million dollars to accomplish. See the end of this chapter for the planning assumptions worksheet used in this calculation.

Initial investments in this plan should pursue state or federal funding grants to help offset the cost of implementation. For example, the 2023 U.S. Department of Justice COPS program that supports hiring police officers has a three-year cost share of up to \$125,000 per officer (spread over three years).

The successful implementation of this plan will enable the Marysville Police Department to:

- Maintain our KPI performance indicators with regard to lower crime rates, improved case clearance rates, high degrees of satisfaction with professionalism, a quick response rate to priority calls for service, and a low complaint rate. We will be able to do all of this while meeting the continued growth of our community.

Technology Updates

With significant upgrades to our enterprise-level platforms for collaboration and business integration coming within the next two years for Office365, Teams, and SharePoint, our focus will remain on outside influences and tools that we can use to help bolster our public safety mission. Additional drone and mapping technologies and automated license-plate reader deployment in support of crime fighting and reduction will remain key strategies for the Marysville Police Department.

Capital and Major Equipment Requirements

Significant needs for the future will include keeping up with a growing department. As of 2023, the new police department has nearly run out of room for female locker space and will require creative solutions to make sure the needs of our Police Officers and Custody Officers are met. With the completion and occupancy of the new auxiliary evidence location in 2024, we anticipate the Department's property and evidence storage needs will be well met for the foreseeable future.

Significant equipment needs also exist for police vehicles as delays in manufacture, upfit, and delivery continue to affect the supply chain for this resource. For example, as of October 2023, outside upfitters have a projected work delay of six months, and internal resources through public works have held department vehicles that were delivered for over nine months.

As the police force expands to meet the needs of the community, the establishment of a sinking fund for planned and unplanned vehicle replacement will be a key strategy to adopt, combined with robust management of the purchasing program so that delays can be anticipated and planned for or mitigated through contingency planning. Vehicle purchasing and delivery delays remains a key area of risk for the Department.

Eventually, we anticipate that growth in the north end of Marysville will create additional demand for localized service delivery, which may allow for an opportunity to provide storefront access for police and city services or a north-end community center with access to city services with facilities for the Police Department to share to meet unmet needs at the time.

Conclusion

In considering the cost of implementation, we must consider the entire duration of this functional plan – 2024 through 2044. Full implementation includes a total of staff of 232 full-time positions by 2044. This number is made up of 61 additional commissioned officers, 20 additional support staff, and 20 additional custody officers. For comparison, that would equip the Marysville Police

Department with 141 officers, or a per 1k ratio of 1.41 – see comparison chart right (Source: City of Kent, 2023). Our current ratio in 2023 is 1.08 per 1k.

While the City continues to grow, some of the strongest staffing emphasis will continue to be on field response units. Prioritized staffing will be focused on supporting building patrol teams to a robust and resilient level. It is easy to recognize the benefits of deploying additional investigators both to local and regional needs, as well as placing specialized resources like a bicycle team into the field.

The example positions included in the thirty-five (35) additional staff to Patrol and Support Operations to support enhanced call loads are illustrative of how the department would deploy this number of staff and what they could potentially be assigned. As crime trends or department priorities change, this plan must remain fluid to meet operational realities.

To recap the thirty-five (35) additional staff to Patrol and Support Operations included the following:

- Enhanced patrol staffing to support the creation of north and south patrol districts on each day shift and night shift broken down as follows:
 - One (1) Sergeant and six (6) Officers North and one (1) Sergeant and six (6) Officers South
- Four (4) bicycle officers and (1) Sergeant to support patrol and enhance staffing.
- Four (4) Additional Officers and one (1) additional Sergeant to the Traffic Unit as Motorcycle Officers focused on community traffic safety
- Two (2) Additional School Resource Officers
- Two (2) Additional Officers assigned to the N.I.T.E. Team
- Four (4) Patrol Lieutenants – Watch Commanders for each day and night shift to provide enhanced supervision and leadership. The Lieutenants would work a 4/10 schedule.
- One (1) Special Operations Lieutenant – To provide enhanced supervision and leadership over special operations units.
- Two (2) additional desk officers to provide assistance to patrol by handling walk-in calls, online reports, etc. (one stationed north, one south)

Twenty-six (26) additional staff to Operations support roles:

- One (1) Sergeant and (8) detectives – Increasing ability to investigate property crimes and general crimes and adding a Video Forensics Unit.
- One (1) Investigations Lieutenant – To provide enhanced supervision and leadership over the Investigations Unit.
- One (1) Commander – Commander to dedicated Jail Supervision and Management.
- One (1) Assistant Chief (AC) – Additional Assistant Chief to divide duties between Operations and Administration at the AC level.

- Four (4) additional training and hiring officers and one (1) additional Sergeant to hire and recruit new staff and to facilitate/provide training required by law and Accreditation Standards.
- Two (2) additional Crime Prevention officers
- Two (2) officers for Community Outreach/Embedded Social Worker
- Two (2) detectives for the Snohomish County Drug Task Force and Auto Theft Task Force.
- Two (2) officers assigned to the Snohomish County Violent Offender Task Force (VOTF)
- One (1) additional Police Officer Assigned to the Embedded Social Worker program

Twenty (20) Support Staff

- Eight (8) additional Police Records Techs
- Four (4) additional Public Disclosure Specialists to address the increase in PRR request and body-worn camera redactions.
- Three (3) additional supervisors to address span of control.
- One (1) new position of Jail Billing/Classification Specialist.
- Two (2) additional Community Support Specialists to address increase in demand for behavioral health and addiction services.
- One (1) Community Support Aide to provide enhanced service to the Mental Health and Embedded Social Worker Programs.
- One (1) additional Evidence Technician to address increase in workload in the Property and Evidence Room.

Summary of Building Needs

The immediate needs for the Police Department are satisfied through the new civic campus encompassing the Police Department located at 501 Delta Avenue and the Jail at 601 Delta Avenue. Work that is currently underway with the construction of the auxiliary evidence location at 10118 State Ave will help meet the property storage needs for the department for many years to come.

Additional focus will be needed to meet future space requirements for growing staff and any development impacts that may occur. For example the I-5 and 156 Street NE impacts expected in 2031 and beyond.

Future planning challenges

As significant investments have been made in staffing in the past three years we can anticipate that twenty years from now, newly police officers in 2024 will be maturing their retirement pensions and will be potentially eligible to retire. A constant focus will need to remain on police recruitment and retention, so that they department remains healthy and operational, minimizing staff replacement and training time and remaining operationally nimble.



Final Considerations

Adding this number of staff to the policing operation is dependent on development and population growth occurring at the projected rates. Should growth occur faster, we will need to accelerate our plan. If we elect to follow a full-growth strategy we will need to add three Police Officers per year, 1 support staff, and 1 custody officer over the next twenty years. The most conservative growth strategy calls for hiring one to two Police Officers per year, a support staff member every two to three years based on workload, and Custody Officers as called for depending on sustained jail average daily populations.



Costs will also have to be taken into consideration when carrying out the functional plan as revenues must be able to support additional staff and future projected rising labor and benefit costs. All recommendations are subject to budgeting constraints, workloads, and other factors not initially considered in this assessment.

2024 New Hire Cost Impact Work Sheet - Police Patrol Officer

			2024	2025	2026	2027	2028
	<u>Pay Code</u>	<u>Step</u>					
Salary Base	P3	1	87,408	90,744	93,996	99,120	104,832
Range (2023: \$87,408-\$108,996)							
Signing Bonus							
Overtime							
Total Salaries			87,408	90,744	93,996	99,120	104,832
FICA		521000	6,687	6,942	7,191	7,583	8,020
PERS		522000	10,148	10,535	10,913	11,508	12,171
Benefits							
Medical			25,000	26,250	27,563	28,941	30,388
Dental			2,000	2,100	2,205	2,315	2,431
Vision			506	531	558	586	615
Total Medical Benefit		523000	27,506	28,881	30,325	31,842	33,434
L&I (see below)		524000	305	323	343	363	385
UCI		525000	175	181	188	198	210
PFML		525100	202	202	202	202	202
Total Benefits			45,023	47,065	49,162	51,696	54,421
Academy/Training		549000	5,000	500	500	500	500
Vehicle (purchase + upfit)		Capital	55,000				
Uniforms/Armor		526000	4,935	150	150	150	150
Firearms		535000	2,950				
Radio		535000	8,000				
AED		535000	1,875				
Fuel		532000	4,750	4,988	5,237	5,499	5,774
Total Uniforms/Supplies/Equipment/Training			82,510	5,638	5,887	6,149	6,424
TOTAL ON-GOING COSTS			214,941	143,447	149,044	156,964	165,677

Number of Positions 1 \$214,941

Section 10: Three Year Action Plan (2024-2027)

Introduction

The functional plan goals are intended to continue to support the successful implementation of the six overarching service delivery strategies, which the department evaluates through outcome-based performance measures. The successful accomplishment of these goals will be determined by performance measures and ongoing progress to support the city's vision. The Three-Year Action Plan also includes objectives intended to guide work efforts over the course of the next three years to assist the Marysville Police Department in accomplishing the vision and mission in support of the City's Comprehensive Plan and Vision.

Goal 1.) Standards of Service

To provide excellent police services that meet or exceed national best-practice and State-recognized standards.

To consistently provide excellent service that meets or exceeds nationally recognized standards and best practices, we must develop strategies to effectively deliver public safety services to the community. For the standard to be excellent, we must continue to meet the needs of the growing community into the future. Employees must have the time to proactively problem solve and provide excellent service.

Objectives

- 63
- 1) Staffing and Deployment
 - 2) Attain and Maintain WASPC Accreditation
 - 3) Data Informed Deployment of Staff
 - 4) Complete Jail Policy re-write and evaluate WASPC Accreditation for Jail



Goal 2.) Performance Measures

To meet or exceed outcome-based performance measures that ensures Marysville remains a place to *Live, Work, Play*.

We will continue to align the work functions and organizational behaviors to ensure that all members of the organization are working collaboratively to continuously monitor the performance outcomes expected of a high-performance organization to ensure Marysville remains a place to *Live, Work, Play*.

Objectives

- 1) City-wide NIBRS Crime Rates (lower is better) – Rates that are lower year to year.
- 2) Case clearance rates $\geq 30\%$
- 3) 90% Average Customer Satisfaction for Professionalism
- 4) Response rate to priority calls for service (<5 min)
- 5) Citizen complaints per 1000 police contacts

Goal 3.) Develop Professional Relationships

To build active and positive relationships with internal and external partners to achieve the City's vision and organizational performance measures.

To be a high-performance organization, we must build active and positive relationships with other City departments, along with partner agencies and jurisdictions. Working in a collaborative nature will eliminate duplicate efforts, maximize the value of the limited resources, and inspire innovation and commitment to excellence.

Objectives

- 1) In 2024 the Department will assess outside regional opportunities to determine which options are most beneficial for our participation. For example, Auto-Theft Task Force, Violent Felon Task Force, Drug Task Force.
- 2) The police staff will continue to build and expand external partnerships in the neighborhoods, business community, faith-based organizations, and centers of education in the city and region.



Goal 4.) Training and Equipment

To have an organization that is well trained and properly equipped to effectively and efficiently deliver public safety services.

To properly meet the needs of the community today and in the future, the police department must be well-trained and properly equipped to deliver public safety services effectively. We strive to exceed industry minimum standards for training and equipment for the employees.

Objectives

- 1) To provide career development training and mentorship to all staff as part of succession planning.
- 2) The police department will continue to provide annual in-service training plans that ensure all employees exceed the minimum training standards required by the State of Washington for all police officers.
- 3) In 2024 the police department will assess best practices to determine what equipment and training may be required so that the Marysville Police Department can keep pace with modern professional law enforcement standards.



Goal 5.) Public Engagement

Foster partnerships with residents and provide opportunities for the community to enroll in preventing harm and address community concerns for the benefit of all members of the community..

We recognize that preventing an emergency or crisis from happening has more value than mitigating one that has already happened. To help prevent crime and other community emergencies, employees must have the time to engage in proactive community outreach prevention activities. The goal is to have an engaged community that will have the capability to problem-solve community concerns in partnership with the police department.

Objectives

- 1) The police department will continue to conduct engagement activities consisting of a minimum of one Citizen's Police Academy annually and quarterly Neighborhood, Business or Apartment Block Watch Captain's meetings each year to help keep the community informed and engaged in safety-related initiatives.
- 2) In 2024-2027 the police department will engage large employers and community gathering locations to solicit their participation in preplanning how to react during in-progress violent incidents at their locations.
- 3) In 2024 and beyond the police department will continue to enhance the use of online engagement and media communications tools to refine the efforts of maintaining meaningful connections with the residents.
- 4) In 2024-2027 the police department will actively seek opportunities to become more involved with community functions and events to improve community safety, build awareness for department programs, and develop deeper relationships.

Goal 6.) Leveraging Technology

To keep pace with the professional best practices in the use of technology and to provide efficient and effective public safety services to community members.

We recognize that residents expect us to leverage available technology to enhance the ability to deter crime, deploy resources, and measure performance.

Objectives

- 1) In 2024-2027 the police department will continue to research and recommend the use of enhanced technology, within the limits of Washington State Statutes, to assist in the identification of criminals such as TLO, FLOCK LPR Cameras, Tip Software, SharePoint Digital Pass downs.

City Strategic Plan 2024-2027

Nestled within the implementation plan is also the City Strategic Plan, which was developed in 2023 through an interactive process conducted across all City functions and departments. In this plan, the Police Department committed to the following strategic priorities. You will notice areas of overlap with the 2044 Police Functional Plan.

ID	Action Items	Due Date	Lead	Metric	Support
1.1	Obtain WASPC state accreditation.	Nov/24	Accreditation Mgr. Sgt. Franzen	% of Accreditation Self-Assessment complete	Command Team to support efforts and track progress with reports to Public Safety Committee and CAO.
1.2	Fully reconstitute specialty units within the department.	Jun/25	Police Chief Scairpon & AC Lawless	Specialty Units fully reconstituted – 1 Sergeant and Four Officers on each Traffic & NITE	As new officers complete FTO, assign selected officers and/or supervisors to specialty units.
1.3	Prepare to accredit jail/policy revision.	Jun/27	Commander Tolbert, Sergeant Palmer	% of Policy Complete prior to accreditation tracking and compliance	Policy work will continue (2024), followed by self-assessment (2025) and prep for accreditation in the Jail (2026-27)
1.4	Expand embedded social worker, cadet, and volunteer program period.	Jan/25	AC Lawless, Commander Lamoureux,	Hire Social Worker, 10% increase in cadet and volunteer program	Beef up recruiting materials for the Cadets and Volunteer Program, hosting a Citizen's Academy in '24 could help.
1.5	Establish technology advancements to provide effective and efficient public service.	Dec/26	Chief Scairpon, IS Director Doherty	% of Selected Technology Advancements implemented. FirstNET Deployment, MDC Project	City support to fund, staff, and implement identified technology.

Section 11: Long-Term Strategy 2024-2044

Introduction

Service delivery, community engagement, and capital investment planning are the core elements of three overarching strategies we will use to deliver public safety services through 2044. Department strategies reflect the operational philosophy and organizational values of providing public safety services to our community. Each strategy describes an essential approach to the service delivery and capital requirements needed to support the Department's functional plan goals and performance measures to achieve the City of Marysville's vision.

Service Delivery

The Marysville Police Department is a full-service police department that fulfills its mission and vision by working in partnership with the community we serve. Marysville Police provides Public Safety services with integrity. Services include traditional law enforcement services and community caretaking efforts, which maintain the quality of life that supports the City of Marysville vision.

In 2009, the Marysville Police Department had 53 sworn officers and 27.5 professional support (including custody) for 80.5 employees serving a population of 37,560. In 2014, the Marysville Police Department expanded to 60 sworn police officers and 27.5 professional support (including custody) for 87.5 employees serving a population of 62,600. As the Department continued to grow over the years to meet the support needs of the agency, adding custody staffing, code enforcement functionality, and community service officers with additional police officer staffing on the road, the agency is authorized 80 Police Officers, 25 Custody Officers, and 27 Professional support officers, for a total of 132 employees serving 73,780 residents.

Traditional law enforcement services include the ability to quickly and effectively respond to emergency calls for service, jail services, records services, patrol response, investigation of reported crime, addressing traffic safety concerns, and code enforcement and animal control. Additionally, the Department recognizes the importance of community caretaking and problem solvers who proactively address the impacts of complex problems in

City of Marysville Mission, Vision, and Values

Mission

A welcoming and engaging community, the City of Marysville provides opportunity and an enhanced quality of life for those we serve.

Vision

Pursuing excellence through innovation and collaboration.

Values

We...

- Provide excellence in service.
- Work with integrity recognizing the impact of our actions.
- Practice responsible stewardship of all City resources.
- Encourage innovation to meet our community's needs.
- Embrace inclusion, recognizing that diversity enhances ideas and outcomes.

our community by enhancing our traditional services with robust community engagement efforts and working collaboratively with other City departments.

- A key challenge will be to continue to meet the public safety service needs and expectations of a community growing rapidly within the Puget Sound region.
- The establishment of key performance indicators in 2021 will help inform future agency leaders and elected decision-makers on the return on investment into police services to support public safety solutions in Marysville.
- Key performance indicators will serve as early warning indicators to signal the need for additional investment to keep crime rates low, response times quick, and quality high (professionalism ratings high and reasonable case clearance rates). Suppose one of these areas starts to degrade. In that case, leaders can examine the root causes and determine solutions.

Community Engagement

To deliver success as a public safety organization, the Department will maintain a proactive and robust community engagement effort. Proactive community engagement efforts are at the core of Marysville's vision of a community and keep with the City's value of commitment to service. The Public Engagement team, with the support from the entire Department and the City Communications team, is the primary driver of these efforts.

- By 2026, the police department will conduct an updated assessment of engagement efforts and proactive partnerships (e.g., coffee with a cop, Neighborhood Block watch, etc.) with community residents.

Capital Investment Planning: Facility and Major Equipment Requirements

Achieving the City's vision of "*pursuing excellence through innovation and collaboration*" will require ongoing planning and budgeting for the capital facility needs and major equipment requirements of a professional, forward-thinking public safety agency. Stewardship and accountability of public assets entrusted by the Department are critical parts of providing public safety services that meet our community's high expectations.

- By 2028, the police department will assess current police facilities to determine future capital needs and the funding required to keep

City Priority Pillars

Quality of Life: Create a welcoming and safe community for our citizens, businesses, and visitors.

Economic Opportunity: Provide an environment that attracts and retains business, where the City is an engaged advocate in creating a thriving business climate.

Building Community: Build relationships to improve service delivery throughout the community and to build understanding of current and future needs.

Organizational Excellence: Develop a skilled and capable workforce committed to delivering excellent value and service to our community.

pace with organizational growth focused on the north end of the community (Lakewood Area)





City of Marysville Police Department

501 Delta Ave. NE

Marysville, WA 98270

360-363-8308



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Recognizing the 50th Anniversary of the Marysville Historical Society

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[PROCLAMATION Marysville Historical Society 50th Anniversary.pdf](#)

PROCLAMATION

Recognizing the 50th Anniversary of the Marysville Historical Society

WHEREAS, 50 years ago last month, a group of residents met in the living room of Valda and Gary Bloom, who owned Bloom's Clothing Store downtown, for the first meeting of the Marysville Historical Society; and

WHEREAS, Valda was concerned because she saw history being rapidly lost in Marysville, and decided to form an organization to preserve our city's history. Valda was President of Historical Society from 1974 to 1978, and remained involved for the rest of her life; and

WHEREAS, for 50 years now, the Society has been preserving the history of the greater Marysville area. Through the years, its dedicated volunteers have donated countless hours to many projects and causes; and

WHEREAS, perhaps the most enduring are the 1999 community campaign to save the historic water tower in Comeford Park, and the opening of the Marysville Historical Museum in 2017; and

WHEREAS, through its multiple collections and research, the Historical Society works to keep our city's history alive for future generations.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby recognize the

50TH ANNIVERSARY OF THE MARYSVILLE HISTORICAL SOCIETY

in grateful recognition to its founders, current officers and trustees, and to the dozens of board members and volunteers throughout the years who have worked valiantly to preserve, celebrate and educate the public about our city's history.

Under my hand and seal this third day of June, 2024.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Proclamation

AGENDA SECTION: **Presentations**

SUBJECT: Proclamation Recognizing the 50th Anniversary of the Marysville Community Food Bank

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[PROCLAMATION Marysville Community Food Bank 50th Anniversary.pdf](#)

PROCLAMATION

Recognizing the 50th Anniversary of the Marysville Community Food Bank

WHEREAS, 50 years ago 50 years ago, JoAnn Mulligan started the Marysville food bank out of the trunk of her car. She saw a need – people in our community who needed food – and went straight to work; and

WHEREAS, in the early days, a handful of volunteers distributed food to the hungry and homeless out of the back door of the St. Mary's church rectory, serving between 30 and 40 families each week; and

WHEREAS, in 1987 the food bank was formally organized as a non-profit with oversight by a volunteer Board of Directors. Today this partnership includes support from 18 area churches, service clubs, schools, businesses, volunteers and individuals; and

WHEREAS, from those humble beginnings back in 1974, the Marysville Community Food Bank has expanded exponentially. Last year the Food Bank received 1.6 million pounds of food donations and nearly 19,000 pounds of home-grown produce, and some 552 dedicated volunteers donated more than 36,000 hours to serve more than 24,000 households; and

WHEREAS, in addition, Food Bank programs show extra love and support for our youth. In 2023 the Food for Thought backpack program provided food for the weekend to more than 650 kids each week and the Toy Store made Christmas a little brighter for more than 2,000 local children.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby recognize the

50TH ANNIVERSARY OF THE MARYSVILLE COMMUNITY FOOD BANK

in grateful recognition to its founders, current leaders and volunteers, and to the countless donors, funding partners and volunteers throughout the years who have worked to realize the Food Bank's vision of a hunger-free community.

Under my hand and seal this third day of June, 2024.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: May 13, 2024 Joint Special Session Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 05132024 Joint Meeting with MSD.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**City Council
Joint Meeting with
Marysville School District
May 13, 2024**

Call to Order

Mayor Nehring called the meeting to order at 5:00 p.m.

Present:

Mayor: Jon Nehring

Council: Councilmember Condyles, Councilmember King, Council President Stevens, Councilmember Richards (online), Councilmember Muller, Councilmember Norton

Absent: Councilmember James (excused)

Staff: CAO Gloria Hirashima, City Attorney Jon Walker, Public Works Director Jeff Laycock, Parks Director Tara Mizell, CD Director Haylie Miller, Police Chief Erik Scairpon

School District: Supt. Dr. Zac Robbins, Board President Wade Rinehardt, Board Member Eliza Davis, Board Member Beth Hoby, Board Member Kristen Michal

Flag Salute

Mayor Nehring led the Pledge of Allegiance.

C) Land Acknowledgement by Dr. Zac Robbins

Dr. Robbins read the land acknowledgement

D) Special Meeting and Public Hearing

1. [Property Exchange Agreement – Joint Public Hearing between Marysville City Council and Marysville School District Board of Directors](#)

CAO Hirashima reviewed the agreement. There were no questions. Mayor Nehring thanked both staffs for their work throughout the process.

The public hearing was opened at 5:06 p.m.

Public Comments:

Scott Allen, Sunnyside, asked why now and why not just sell the properties? Mayor Nehring explained that the school district would still need a site, and the City needs a site out of the flood plains which is hard to find. The school district will have the opportunity to get in a more efficient building and net them about \$2 million to use towards school repairs. It is a win-win for everyone. Regarding why now, there is an empty building that the school district is not using all of. They either need to refurbish or find a new space. The public works site has flooded in the past, and the possibility exists for that to happen again. There is also private development looking at the waterfront area.

Barbara Lyman asked how the traffic on State Street would be addressed if they move all of the people from the district office into the building. Mayor Nehring explained that the issue would exist no matter who uses the property and would not trigger any new traffic issues. Director Laycock confirmed that they do not anticipate any significant issues with traffic related to this move. Dr. Robbins added that they do not have a large number of staff that will be traveling to work there; they don't expect to generate much more traffic at all. CAO Hirashima clarified that there are approximately 75 district staff scheduled to move to the new site. The City had about 50, but they were not at maximum capacity for what the site can hold. Dr. Robbins noted that a lot of their staff travels to work in schools and do not all work in the building at the same time.

The public hearing was closed at 5:16 p.m.

Mayor Nehring thanked everyone for the community input on this topic.

[Property_Exchange_Agreement_-_City-MSD_Final__2024-05-06_.pdf](#)

[Property Exchange Proposal 042524 \(1\).pdf](#)

[1049 State Ave Elevations \(1\).pdf](#)

[1049 State Ave Site Plan.pdf](#)

Motion to authorize the Mayor to sign the Property Exchange Agreement with the Marysville School District moved by Councilmember Muller seconded by Councilmember Condyles.

VOTE: Motion carried 6 - 0

Motion to authorize Dr. Zac Robbins, Superintendent, to sign the Property Exchange Agreement with the City of Marysville made by Board Member Michal, seconded by Board President Rinehardt.

Motion passed unanimously.

Mayor Nehring thanked everyone for their work and participation.

Councilmember Richards commented that this is a great use of resources.

Dr. Robbins thanked the District staff for all their work making sure that this would be something to benefit the school district and the City.

Councilmember Muller acknowledged the hard work on both sides and praised the win-win solution.

E) Adjournment

The meeting was adjourned at 5:20 p.m.

Approved this _____ day of _____, 2024.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: May 13, 2024 City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 05132024 Regular Meeting.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

Regular Meeting Minutes May 13, 2024

Call to Order

Mayor Nehring called the meeting to order at 7:00 p.m.

Invocation

Pastor Alex Ghelli gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Condyles, Councilmember King, Council President Stevens, Councilmember Muller, Councilmember Norton

Staff: CAO Gloria Hirashima, City Attorney Jon Walker, Parks Director Tara Mizell, CD Director Haylie Miller, Police Chief Erik Scairpon, Network Systems Administrator Chris Brown, IT Director Stephen Doherty, Communications Manager Connie Mennie, Public Works Director Jeff Laycock, Asst. Police Chief Jim Lawless, Courts Administrator Suzanne Elsner, Human Resources Director Megan Hodgson, Fire Chief Vander Pol, Judge Fred Gillings, Finance Director Jennifer Ferrer-Santa Ines

Excused: Councilmember James, Councilmember Richards

Motion to excuse the absence of Councilmembers James and Richards moved by Councilmember Norton seconded by Councilmember Muller.

AYES: ALL

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Condyles seconded by Councilmember Muller.

AYES: ALL

Presentations

A) Swearing-in of Custody Officer David Goeden

Oath Custody Officer Goeden.docx

Asst. Chief Lawless introduced Custody Officer Goeden. Mayor Nehring swore him in.

B. Proclamation Declaring May 12-18, 2024, as Police Week and May 15, 2024, as Law Enforcement Memorial Day in the City of Marysville

PROCLAMATION Police Week 2024.pdf

Mayor Nehring read the proclamation into the record.

C. Proclamation Declaring May 19-25, 2024, National Public Works Week in Marysville

PROCLAMATION National Public Works Week 2024.pdf

Mayor Nehring read the proclamation into the record.

D. Proclamation Declaring May 19-25, 2024, Emergency Medical Services Week in Marysville

PROCLAMATION Emergency Medical Services Week 2024.pdf

Mayor Nehring read the proclamation into the record.

E. Snohomish County Assessor's Office - Property Tax Overview

City of Marysville 2024.pptx

Bio for Hjelle 2024.docx

Director Ferrer-Santa Ines introduced Snohomish County Assessor Linda Hjelle who gave an overview of property taxes and what the Assessor's Office does. Clarification questions and answers followed.

Public Comment

None

Approval of Minutes

1. April 22, 2024 City Council Meeting Minutes

CC 04222024.docx

Motion to approve the April 22, 2024 City Council Meeting Minutes moved by Councilmember King seconded by Councilmember Muller.

AYES: ALL

2. May 6, 2024 City Council Work Session Minutes

WS 05072024.docx

Motion to approve the May 6, 2024 City Council Work Session Minutes moved by Council President Stevens seconded by Councilmember Condyles.

AYES: ALL

Consent

3. April 25, 2024 Payroll in the Amount of \$2,025,453.22 Paid by EFT Transactions and Check Numbers 35242 through 35254
4. April 24, 2024 Claims in the Amount of 2,678,833.30 Paid by EFT Transactions and Check Numbers 169692 through 169826.

042424.pdf

5. May 1, 2024 Claims in the Amount of \$2,049,913.00 Paid by EFT Transactions and Check Numbers 169827 through 169964.

050124.rtf

6. An Amendment to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County.

Amendment to AHA Interlocal Agreement 2023

Original AHA Interlocal Agreement recorded 11.5.2013

7. Professional Services Agreement with KPFF Consulting Engineers, to provide preliminary design for the 156th Street NE Railroad Overcrossing Project

LP_AEPS-CostPlusFixedFee_r042624 consolidated.pdf

8. 2024 Strawberry Festival Permit

[2024 Strawberry Festival Permit Final .pdf](#)

9. Whiskey Ridge Sewer Lift Station - Property Deed

[Densmore Lift Station - Deed.pdf](#)

[Densmore Lift Station - Council Figure.pdf](#)

10. Amendment to access agreement with Pacific Realty, Inc.

[mccw000 Access agreement Amendment 2024-05-02.pdf](#)

[Pac Realty Access Agreement \(Original\).pdf](#)

Motion to approve Consent Agenda items 3-10 moved by Councilmember Norton seconded by Councilmember Muller.

AYES: ALL

Review Bids

Public Hearings

New Business

11. [A Resolution authorizing the Housing Authority of Snohomish County to operate within the city of Marysville.](#)

[Resolution - HASCO.pdf](#)

CAO Hirashima reviewed this item.

Motion to approve Resolution No. 2554 moved by Councilmember Muller seconded by Council President Stevens.

AYES: ALL

12. [An Ordinance of the City Council of the City of Marysville, Washington, amending sections 14.07.080 and 17.07.100 of the Municipal Code to provide the availability of credit toward certain oversized capital improvement charges.](#)

[Ordinance - Amend MMC 14.07.docx](#)

[14.07 Proposed.docx](#)

Director Laycock reviewed this item.

Motion to adopt Ordinance No. 3308 moved by Council President Stevens seconded by Councilmember King.

AYES: ALL

13. [An Ordinance to amend the 2023-2024 Biennial Budget for various purposes.](#)

[05_13_24_BA_Ordinance final.pdf](#)

Director Ferrer-Santa Ines reviewed this item.

Motion to adopt Ordinance No. 3309 moved by Councilmember Condyles seconded by Councilmember King.

AYES: ALL

14. [Supplemental Agreement No. 5 to Professional Services Agreement between City of Marysville and Perteet Inc. for Riverwalk Environmental Services.*](#)

[Supp. No. 5 - Perteet Marysville Riverwalk 4-30-2024 \(unsigned\).pdf](#)

[Original Contract for Reference.pdf](#)

[Supplemental No. 2 - Perteet, Inc. - Marysville Riverwalk - Waterfront Redevelopment.pdf](#)

[Supplemental No. 3 - Perteet.pdf](#)

[Supplemental No. 4 - Perteet.pdf](#)

CAO Hirashima reviewed this item related to a Supplemental Agreement for the Riverwalk project.

Motion to authorize the Mayor to sign and execute the supplemental agreement with Perteet moved by Councilmember Norton seconded by Council President Stevens.

AYES: ALL

15. [State Ave NHS - Contract Change Order No. 1](#)

[R2107_Change Order 1.pdf](#)

[Agreement - Reece Construction - State Avve NHS.pdf](#)

Director Laycock reviewed this change order noting it is funded by a grant.

Motion to approve Change Order No. 1 with Reece Construction Company in the amount of \$313,096.00 for the State Ave NHS project and to increase the total management reserve authorization to \$444,276.00 moved by Councilmember Muller seconded by Councilmember Norton.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring expressed appreciation for staff and Council's work on the property swap with the School District.

Staff Business

None

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- He reported on the SCT Tomorrow meeting where they received updates from the Puget Sound Regional Council on their supplemental budget, an update to the Regional Industrial Lands Inventory, and an update on the 2026 Transportation Plan. They also had an update from the County on inclusionary zoning and the mixed-use corridor zone, an update from HASCO, and a discussion on the PSRC designations that cities have had put on them.
- He reported on the Alliance for Housing Affordability where they had check-ins from each city related to Comp Plan updates. They also discussed the inclusionary zone and saw the first draft of the 2026 budget.
- He attended the second meeting related to inclusive playgrounds for Jennings Park. A good number of people joined online, and there was some good feedback.
- Next Monday the Historical Society is having its 50th Anniversary celebration.

Councilmember King:

- He expressed appreciation for the Public Works Department, Police, and EMS.
- He attended the Parks Board meeting last week. There was further discussion on the inclusive playground at Jennings Park, applicants who submitted for the Arts Grant, and a memorial application.
- He expressed support for the School District agreement.
- The Strawberry Festival float went to Sequim last weekend for a parade.

Council President Stevens said he also ran into some people originally from Marysville in Sequim.

Councilmember Muller commented it was good to have the new custody officer who is local. He golfed on Mother's Day at Cedarcrest and reported it was dry from start to finish. The redone patio looks good. Mayor Nehring congratulated Councilmember Muller for his new grandchild.

Councilmember Norton:

- Thanks to Linda Hjelle for the presentation.
- Great work to everyone on the agreement with the School District.
- She expressed appreciation to the all the Public Works, Police, and EMS and workers in the City.

CAO Hirashima commented that the next meeting will fall on Memorial Day. There was consensus to cancel it and have the next meeting to the following Monday.

Motion to cancel the Regular Meeting on May 28 and move all regular action items to the June 3 meeting moved by Council President Stevens seconded by Councilmember King.

AYES: ALL

Adjournment

The meeting was adjourned at 7:59 p.m.

Approved this _____ day of _____, 2024.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: May 8, 2024 Claims in the Amount of \$603,423.75 Paid by EFT Transactions and Check Numbers 169965 through 170097

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[050824.rtf](#)

DATE: 5/10/2024

CITY OF MARYSVILLE

PAGE: 1

TIME: 2:43:35PM

INVOICE LIST

FOR INVOICES FROM 5/8/2024 TO 5/8/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
169965	FIRST AMERICAN TITLE	CLOSING FUNDS FOR 11127 STATE AVE & 11031 SMOKEY P	GMA - STREET	205,312.50
169966	911 SUPPLY INC.	FLARHERTY UNIFORM	POLICE PATROL	16.10
	911 SUPPLY INC.	BOGGS UNIFORM	POLICE PATROL	22.99
	911 SUPPLY INC.	NAME TAPE	POLICE PATROL	58.00
	911 SUPPLY INC.	JUMPSUIT - GOEDEN	DETENTION & CORRECTION	481.40
169967	AGRICULTURE, DEPT OF	PESTICIDE LICENSING EXAM	TRAINING	150.00
169968	ALBAYATI, KARZAN	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	2,200.00
169969	ALEXANDER PRINTING	BILLY GILBERT - BUSINESS CARDS	WATER FILTRATION PLANT	106.42
169970	ALLSTAR HYDOSEEDING	HYDROSEED - CEDAR FIELD	PARK & RECREATION FAC	2,251.45
169971	ALPINE PRODUCTS INC	4X PAIL QUICK JOINT	ROADWAY MAINTENANCE	900.80
169972	ANDERSON, MICHELLE	REFUND: BALLET AND BEGINNING ACRO	PARKS-RECREATION	12.00
169973	ARLINGTON, CITY OF	EVOC COURSE RENTAL FEE	POLICE TRAINING-FIREARMS	462.05
169974	ARROW CONSTRUCTION	CARFCO ROADSaver LOW TACK	ROADWAY MAINTENANCE	12,198.10
169975	BICKFORD FORD	BRAKE ROTORS/PADSWIPER BLADES	ER&R	1,162.90
169976	BILLING DOCUMENT SPE	BILL PRINTING	UTILITY BILLING	1,799.69
	BILLING DOCUMENT SPE		UTILITY BILLING	2,242.17
169977	BIO CLEAN, INC	CELL CLEANING	DETENTION & CORRECTION	492.30
169978	BLEVINS, DAWN	REFUND: BALLET AND TAP	PARKS-RECREATION	14.00
169979	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	420.00
169980	BRAATEN, RENE	REFUND: BALLET AND BEGINNING ACRO	PARKS-RECREATION	12.00
169981	BRANUM, CLARK	UTILITY REFUND	WATER/SEWER OPERATION	248.65
169982	BRE INNOVATIVE	INSTRUCTOR PAYMENT	RECREATION SERVICES	132.00
169983	BUTCHER, NICOLE	REFUND: BALLET AND BEGINNING ACRO	PARKS-RECREATION	12.00
169984	BYERS, GARY & PATRIC	UTILITY REFUND	WATER/SEWER OPERATION	361.59
169985	CALDERWOOD, ALLEN		WATER/SEWER OPERATION	47.46
169986	CALDWELL, CAROL		WATER/SEWER OPERATION	24.76
169987	CALLAGHAN, GLENN		WATER/SEWER OPERATION	19.66
169988	CANON FINANCIAL	GIS PLOTTER SERVICES	GIS SERVICES IS	267.80
169989	CASCADE COLUMBIA	46740.00# POLY ALUM CHLORIDE	WASTE WATER TREATMENT PLNT	17,935.04
169990	CASCADE NATURAL GAS	STILLY FILTER PLANT CHARGES	WATER FILTRATION PLANT	1,431.38
169991	CASE, ALICIA	REFUND: BALLET AND BEGINNING ACRO	PARKS-RECREATION	12.00
	CASE, ALICIA		PARKS-RECREATION	12.00
169992	CASTILLO, GISELA		PARKS-RECREATION	12.00
169993	CBRE, INC-VALUATION	PROFESSIONAL SERVICES	GMA - STREET	10,000.00

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			ER&R	
169994	CENTRAL WELDING SUPP	HELLY HANSEN RAIN COASTS W/ LOGO		667.34
	CENTRAL WELDING SUPP	VEHICLE FLASHLIGHT KITS	ER&R	4,012.25
			FORESTRY MAINTENANCE	
169995	CLEAN CUT TREE & STU	5 TREES REMOVED		7,111.00
			COMPUTER SERVICES	
169996	CNR INC	MAINTENANCE CONTRACT		1,365.78
			SOURCE OF SUPPLY	
169997	COASTAL FARM & HOME	2.5 GAL GAS CAN & MOTOMIX		172.81
			CITY CLERK	
169998	CODE PUBLISHING	MUNICIPAL CODE WEB UPDATE		154.26
			COMPUTER SERVICES	
169999	COMCAST	ACCT #8498310020341322		467.70
			PARK & RECREATION FAC	
170000	COOP SUPPLY	STRAWBERRY PLAYGROUND		65.62
			WATER SERVICE INSTALL	
170001	CORE & MAIN LP	MISC SUPPLIES		734.82
	CORE & MAIN LP	ADAPTER		1,061.80
			DETENTION & CORRECTION	
170002	CORRECTIONS, DEPT OF	INMATE MEALS		9,919.00
			POLICE TRAINING-FIREARMS	
170003	CRIMINAL JUSTICE	COLLISION TRAINING		400.00
	CRIMINAL JUSTICE	ANIMAL CONTROL TRAINING		500.00
	CRIMINAL JUSTICE	RIFLE TRAINING		2,400.00
	CRIMINAL JUSTICE	ACADEMY TRAINING KAUR		3,183.00
			PUMPING PLANT	
170004	CUZ CONCRETE PROD	CASE, CONCRET VAULT RISER, COVER		5,886.07
			POLICE ADMINISTRATION	
170005	DATA QUEST LLC	PRE-EMPLOYMENT		125.00
			POLICE PATROL	
170006	DICKS TOWING	TOWING 24-21022		77.54
	DICKS TOWING	TOWING 24-21160		77.54
	DICKS TOWING	TOWING 24-21676		77.54
	DICKS TOWING	TOWING 24-21696		77.54
			POLICE PATROL	
	DICKS TOWING	TOWING 24-21873		77.54
	DICKS TOWING	TOWING 24-22029		77.54
	DICKS TOWING	TOWING 24-22041		77.54
	DICKS TOWING	TOWING 24-22296		77.54
	DICKS TOWING	TOWING 24-22356		77.54
			POLICE PATROL	
170007	DISCOUNT TOWING	TOWING P166		103.93
			EQUIPMENT RENTAL	
170008	DOBBS PETERBILT	CREDIT TO ORIGINAL INV #026P55605		-287.90
	DOBBS PETERBILT	026P56450	ER&R	113.44
			ER&R	
	DOBBS PETERBILT	INVENTORY: 20 X AUTOCAR WINDSHIELD WIPER BLADE		546.56
			EQUIPMENT RENTAL	

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	DOBBS PETERBILT	J031 - CUMMINS DEF DOSER PUMP ASSEMBLY	EQUIPMENT RENTAL	1,504.70
	DOBBS PETERBILT	J067 - AXLE BRAKE ROTOR AND BRAKE PAD KIT	EQUIPMENT RENTAL	3,140.09
	DOBBS PETERBILT	J068 - AXLE BRAKE ROTOR AND BRAKE PAD KIT	EQUIPMENT RENTAL	3,140.09
170009	E&E LUMBER	DOUGLAS FIR PREMIUM	PARK & RECREATION FAC	14.47
	E&E LUMBER	TOOLS	ROADSIDE VEGETATION	14.99
	E&E LUMBER	REDI MIX CONCRETE 60#	PARK & RECREATION FAC	25.93
	E&E LUMBER	SUPPLIES	POLICE PATROL	26.19
	E&E LUMBER	CEDAR FENCING	ROADSIDE VEGETATION	27.32
	E&E LUMBER	REDI MIX CONCRETE 60#	PARK & RECREATION FAC	43.21
	E&E LUMBER	DOUGLAS FIR PREMIUM	PARK & RECREATION FAC	48.26
	E&E LUMBER	POWER BIT AND TORCH BLADE	WATER SERVICES	64.03
	E&E LUMBER	GUARDIAN FENCE	PARK & RECREATION FAC	87.50
	E&E LUMBER	67TH AVE SIDEWALK REPAIR	SIDEWALK MAINTENANCE	115.27
	E&E LUMBER	ROLLVER COVER, WOOSTER TRAY LINER, POLY FILM	ROADSIDE VEGETATION	124.25
	E&E LUMBER	DOUGLAS FIR 2X4S	SIDEWALK MAINTENANCE	129.68
	E&E LUMBER	MISC SUPPLIES	PARK & RECREATION FAC	159.17
170010	EAGLE FENCE	BELLA CREST LIFT STATION FENCE REPAIR	SEWER MAIN COLLECTION	3,063.20
170011	EAST JORDAN IRON WOR	UNDERWATER VALVE & LID	WATER DIST MAINS	584.28
170012	ELECTRONIC BUSINESS	GIS PLOTTER SUPPLIES	GIS SERVICES IS	38.29
170013	ELLSWORTH, ADAM A	UTILITY REFUND	GARBAGE	159.11
170014	ENTERPRISE RENTAL	TRAVEL FOR TRAINING RENTAL CAR FEE	POLICE PATROL	574.48
170015	ERZAR, FIONA	REFUND: BALLET AND TAP	PARKS-RECREATION	14.00
170016	ERZAR, OLIVIA	REFUND: BALLET AND BEGINNING ACRO	PARKS-RECREATION	12.00
170017	EVOLUTION PROPERTIES	UTILITY REFUND 6914 62ND PL NE	WATER/SEWER OPERATION	100.00
170018	FELDMAN & LEE P.S.	PUBLIC DEFENSE CONTRACT - APRIL 2024	PUBLIC DEFENSE	62,000.00
170019	FIRST RESPONSE TRAIN	INSTRUCTOR PAYMENT	RECREATION SERVICES	216.00
170020	FRANCOTYP-POSTALIA	POSTAGE METER RENTAL	COMMUNITY DEVELOPMENT-GENL	109.94
	FRANCOTYP-POSTALIA		UTIL ADMIN	109.95
170021	FULLER, KEVIN	TRAINING FOR REQUIRED CERTIFICATION	UTIL ADMIN	277.50
170022	GASPERETTI, KARA	REFUND: BALLET AND TAP	PARKS-RECREATION	14.00
170023	GRAINGER	AIR SAFETY VALVE	WATER FILTRATION PLANT	23.08
	GRAINGER	SUPPLIES	ER&R	447.00

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170024	GRANITE CONST		WATER DIST MAINS	173.03
	GRANITE CONST	POST & SIGN	TRANSPORTATION MANAGEMENT	181.34
	GRANITE CONST		TRANSPORTATION MANAGEMENT	909.97
			PUBLIC DEFENSE	
170025	GRIFFEN LAW OFFICE	PUBLIC DEFENSE - CONFLICT COUNCIL		3,150.00
			WATER/SEWER OPERATION	
170026	HA, KHOA	UTILITY REFUND		75.92
			POLICE ADMINISTRATION	
170027	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND		750.00
			SEWER LIFT STATION	
170028	HD FOWLER COMPANY	SIMMONS 2' BURY YARD HYDRANT		113.49
	HD FOWLER COMPANY	BLUEWATER FIBERGLASS POST		705.88
			PARKS-RECREATION	
170029	HECKER, DAWN	REFUND: BALLET AND TAP		14.00
	HECKER, DAWN		PARKS-RECREATION	14.00
			WATER/SEWER OPERATION	
170030	HIGH, HAROLD P	UTILITY REFUND		190.40
			ER&R	
170031	HOME DEPOT PRO	BENCH DUSTER		8.37
	HOME DEPOT PRO	WYPALLS/SHOVELS/DUCT TAPE		478.21
			CUSTODIAL SERVICES	
170031	HOME DEPOT PRO	CUSTODIAL SUPPLIES		2,713.32
			NON-DEPARTMENTAL	
170032	HOUSING AUTHORITY	AHA ASSESSMENT - FY'25		10,004.00
			WATER/SEWER OPERATION	
170033	HP WASHINGTON I LLC	UTILITY REFUND 17811 33RD AVE NE		64.06
			PARKS-RECREATION	
170034	HULL, LISA	REFUND: PHOTOGRAPHIC FUNDAMENTALS		75.00
			PUBLIC DEFENSE	
170035	HUTCHISON LAW, LLC	CONFLICT COUNS		450.00
	HUTCHISON LAW, LLC	CONFLICT COUNSEL		450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
			RECREATION SERVICES	
170036	INGRAHAM, GERRIE P	INSTRUCTOR PAYMENT		144.00
			ER&R	
170037	INTERMOUNTAIN LOCK	PADLOCKS		162.44
	INTERMOUNTAIN LOCK	4043796		554.02
			COMPUTER SERVICES	
170038	INTRADO LIFE & SAFET	E911 SERVICES		437.60
			ROADWAY MAINTENANCE	
170039	IRON MOUNTAIN	SHOP ROCK BIN FILL		3,748.20
			UTIL ADMIN	
170040	J. THAYER COMPANY	REPLACEMENT CASTERS		48.75
			WATER/SEWER OPERATION	
170041	JUDGE, SATNAM	UTILITY REFUND		570.29
			POLICE ADMINISTRATION	
170042	KANEHEN, GREGORY	CHAPLIN STIPEND		750.00
			PARKS-RECREATION	
170043	KOCH, ANNA	REFUND: BALLET AND BEGINNING ACRO		12.00
			ROADWAY MAINTENANCE	
170044	LAKESIDE INDUSTRIES	STREET ASPHALT		1,115.35
			RECREATION SERVICES	
170045	LASTING IMPRESSIONS	T-SHIRTS FOR SOCCER LEAGUE		6,436.00

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170046	LAWSON, MONICA	REFUND: BALLET AND TAP	PARKS-RECREATION	14.00
170047	LAYCOCK, JEFF	CONTINUING EDUCATION FOR POSITION	UTIL ADMIN	132.75
170048	LINC NW	HCS-23-67-2313-200 MARYSVILLE MOTEL	COUNTY HM GRANT	12,275.57
170049	LOWES HIW INC	PVC REPAIR COUPLING, CHAIN, & BAR	SUNNYSIDE FILTRATION PLANT	61.19
170050	LTI, INC.	ROAD SALT FOR WINTER OPERATIONS	SNOW & ICE REMOVAL	13,714.85
170051	MALLAHAN, MARK	MEAL REIMBURSEMENT	WATER DIST MAINS	18.64
170052	MARYSVILLE AWARDS	PORTFOLIOS	POLICE ADMINISTRATION	663.49
170053	MARYSVILLE, CITY OF	4708 79TH AVE NE	PARK & RECREATION FAC	19.11
	MARYSVILLE, CITY OF	4922 61ST ST NE A B	PARK & RECREATION FAC	258.12
	MARYSVILLE, CITY OF	7115 GROVE ST	GOLF ADMINISTRATION	308.11
	MARYSVILLE, CITY OF	1635 GROVE ST	PUBLIC SAFETY BLDG	627.86
	MARYSVILLE, CITY OF	6810 84TH ST NE	GOLF ADMINISTRATION	652.25
	MARYSVILLE, CITY OF	7007 GROVE ST	GOLF ADMINISTRATION	1,383.31
170054	MCKEE, CASSIE	REFUND: BALLET & BEGINNING ACRO	PARKS-RECREATION	12.00
	MCKEE, CASSIE	REFUND: BALLET AND BEGINNING ACRO	PARKS-RECREATION	12.00
170055	MCCLOUGHLIN & EARDLEY	LH SPOTLIGHT ASSY	ER&R	394.28
170056	MCVAYS MOBILE WELD	SHOP WELDING FABRICATIONS SERVICES	WATER DIST MAINS	1,157.12
170057	MILES SAND & GRAVEL	CONCRETE MIX	SIDEWALK MAINTENANCE	1,698.43
170058	MOBILE WIRELESS LLC	ABSOLUTE LICENSE RENEWAL	COMPUTER SERVICES	33,868.27
170059	MOTOR TRUCKS	COOLANT	ER&R	322.68
170060	MULLER, STEVE	HOUSING & COMMUNITY DEVELOPMENT CONFERENCE	CITY COUNCIL	241.50
170061	NAPA AUTO PARTS	CREDIT MEMO TO ORIGINAL INV #4642-550643	ER&R	-20.67
	NAPA AUTO PARTS	AIR FILTER	ER&R	20.28
	NAPA AUTO PARTS	OIL FILTERS	ER&R	27.19
	NAPA AUTO PARTS	OIL FILTERS/AIR FILTERS	ER&R	252.16
	NAPA AUTO PARTS	AIR, FUEL, OIL FILTER, WIPER BLADES	ER&R	1,910.33
170062	NELSON-REISNER	MISC INVENTORY SUPPLIES	ER&R	5,580.92
170063	ODP BUSINESS SOLUTIO	SUPPLIES	POLICE INVESTIGATION	215.88
170064	OREILLY AUTO PARTS	AIR FILTERS	ER&R	387.88
170065	PACIFIC POWER BATTER	ALKALINE & LITHIUM BATTERIES	ROADSIDE VEGETATION	622.98
170066	PACIFIC TOPSOILS	2 YD DUMP SANDY LOAM/DRY SOIL	PARK & RECREATION FAC	47.11

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	PACIFIC TOPSOILS	1 YD DUMP SANDY LOAM/DRY SOIL & 1 YD TOPSOIL	PARK & RECREATION FAC	78.64
	PACIFIC TOPSOILS	SHOP STUMP HAUL OFF	ROADSIDE VEGETATION	98.80
	PACIFIC TOPSOILS	10 YD SAND	PARK & RECREATION FAC	590.16
170067	PALEN, MADELINE	REFUND: BALLET AND BEGINNING ACRO	PARKS-RECREATION	12.00
			CAPITAL EXPENDITURES	
170068	PERTEET ENGINEERING	RIVERWALK BROWNFIELDS REDEVELOPMENT	MAINTENANCE	8,912.11
170069	PGC INTERBAY LLC	REIMBURSEMENT - GOLF		821.27
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,355.44
	PGC INTERBAY LLC		PRO-SHOP	1,837.94
	PGC INTERBAY LLC		MAINTENANCE	2,535.93
	PGC INTERBAY LLC		MAINTENANCE	2,809.25
	PGC INTERBAY LLC		GOLF COURSE	4,545.03
	PGC INTERBAY LLC		MAINTENANCE	12,000.90
	PGC INTERBAY LLC		PRO-SHOP	
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF		12,209.68
	PGC INTERBAY LLC		MAINTENANCE	17,922.01
			ENGR-GENL	
170070	PHAN, MAX	CONTINUING EDUCATION FOR POSITION		132.75
			PARKS-RECREATION	
170071	PHILLIP, MAUREEN	REFUND: DELTA ROOM		240.00
			GENERAL FUND	
170072	POSITIVE CONCEPTS IN	SECTOR PAPER		-97.76
	POSITIVE CONCEPTS IN		POLICE PATROL	1,137.76
			POLICE TRAINING-FIREARMS	
170073	PROFORCE LAW ENFORC	MACRO 9MM		612.62
			PARK & RECREATION FAC	
170074	PUD	ACCT #222871949		27.88
	PUD	ACCT #204933311	PUMPING PLANT	29.03
	PUD	ACCT #202791166	PUMPING PLANT	29.69
	PUD	ACCT #200998532	PARK & RECREATION FAC	32.39
	PUD	ACCT #202178158	SEWER LIFT STATION	39.88
	PUD	ACCT #201610185	TRANSPORTATION MANAGEMENT	46.32
	PUD	ACCT #201380995	PUMPING PLANT	46.52
	PUD	ACCT #202368536	TRANSPORTATION MANAGEMENT	54.54
	PUD	ACCT #220153100	TRANSPORTATION MANAGEMENT	59.50
	PUD	ACCT #202140489	TRANSPORTATION MANAGEMENT	59.83
	PUD	ACCT #202102190	TRANSPORTATION MANAGEMENT	61.67
	PUD	ACCT #220298624	STREET LIGHTING	64.63
	PUD	ACCT #200869303	TRANSPORTATION MANAGEMENT	70.96
	PUD	ACCT #201670890	TRANSPORTATION MANAGEMENT	105.00
	PUD	ACCT #202689105	WASTE WATER TREATMENT PLNT	105.00

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	PUD	ACCT #202490637	SEWER LIFT STATION	110.63
	PUD	ACCT #202572327	STREET LIGHTING	115.17
	PUD	ACCT #202294336	STREET LIGHTING	121.06
	PUD	ACCT #220731285	STREET LIGHTING	138.24
	PUD	ACCT #222592917	PARK & RECREATION FAC	162.60
	PUD	ACCT #202030078	TRANSPORTATION MANAGEMENT	166.92
	PUD	ACCT #200084150	TRANSPORTATION MANAGEMENT	179.94
	PUD	ACCT #221100092	GMA - STREET	345.33
	PUD	ACCT #223521238	SURFACE WATER CAPITAL PROJECT	428.54
	PUD	ACCT #200223857	PARK & RECREATION FAC	524.89
	PUD	ACCT #202689287	WASTE WATER TREATMENT PLNT	892.30
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,997.68
	PUD	ACCT #201147253	PUMPING PLANT	2,086.59
170075	RAINPROOF CONTRACT	FINAL PAY REQUEST - DEERING WILDFLOWER PARK	GMA-PARKS	28,335.64
170076	REECE TRUCKING	DUMP CONCRETE W/ REBAR	SIDEWALK MAINTENANCE	151.76
	REECE TRUCKING	DUMP CLEAN DRY/WET DIRT	SIDEWALK MAINTENANCE	526.11
170077	REXROTH, DENISE	REFUND: DRUM MAKING CLASS	PARKS-RECREATION	85.00
170078	ROCHIN, XAVIER	REFUND: BALLET AND BEGINNING ACRO	PARKS-RECREATION	12.00
170079	SHAFER, DOUGLAS	REFUND: DRUM MAKING CLASS	PARKS-RECREATION	85.00
170080	SISKUN POWER EQUIPME	SQUARE LINE	PARK & RECREATION FAC	98.90
170081	SIX ROBBLEES INC	SOCKET BOOT/HITCH RECEIVER TUBE	ER&R	145.81
170082	SMOKEY POINT CONCRET	67TH PL SIDEWALK POUR	SIDEWALK MAINTENANCE	1,520.94
170083	SOLID WASTE SYSTEMS	LABRIE MAC VALVE	ER&R	746.83
170084	SOUND SAFETY	2024 UNIFORM: WORK SHOES- VENNES	GENERAL SERVICES - OVERHEAD	183.61
170084	SOUND SAFETY	GLOVES	POLICE PATROL	411.02
170085	SPRINGBROOK NURSERY	67TH PLACE SIDEWALK BACKFILL	SIDEWALK MAINTENANCE	29.94
	SPRINGBROOK NURSERY		SIDEWALK MAINTENANCE	32.63
170086	SUPERIOR RESTROOMS	UNIT #20142 & 20413 SERVICE	ROADSIDE VEGETATION	142.22
	SUPERIOR RESTROOMS	JENNINGS PARKS - HANDICAP UNIT WEEKLY SERVICE	PARK & RECREATION FAC	375.00
	SUPERIOR RESTROOMS		PARK & RECREATION FAC	590.00
170087	TEAL, KAYLEE	REFUND: BALLET AND BEGINNING ACRO	PARKS-RECREATION	12.00
			PARKS-RECREATION	121

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170088	TEERLINK, AHREN	REFUND: BALLET AND TAP		14.00
170089	THORNE-PAGE-SHAW, J	INSTRUCTOR PAYMENT	RECREATION SERVICES	513.00
170090	TRILOGY MEDWASTE	MED WASTE SERVICES	DETENTION & CORRECTION	89.90
170091	VANLEUVEN, ALLISON	REFUND: BALLET AND TAP	PARKS-RECREATION	14.00
170092	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	168.13
170093	WAXIE SANITARY SUPPL	KLEENLINE BLACK 16PK X 16	PARK & RECREATION FAC	1,328.09
170094	WEISER, LISA D	INSTRUCTOR PAYMENT	RECREATION SERVICES	319.20
170095	WELL BALANCE NUTRITI	NUTRITION LUNCH & LEARN	PERSONNEL ADMINISTRATION	300.00
170096	WHITE CAP CONSTRUCT	67TH AVE SIDEWALK	SIDEWALK MAINTENANCE	367.27
	WHITE CAP CONSTRUCT	2 PALLETS - BOTTLED WATER	ER&R	917.12
170097	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	65.05
	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	66.13
	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	66.71
	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	71.23
	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	130.96
	ZIPLY FIBER	ACCT #3606534028	CITY HALL	140.07
	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	141.24
WARRANT TOTAL:				603,423.75

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: May 10, 2024 Payroll in the Amount of \$2,043,640.43 Paid by EFT Transactions and Check Numbers 35255 through 35276

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: May 15, 2024 Claims in the Amount of \$1,734,700.15 Paid by EFT Transactions and Check Numbers 170098 through 170248

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[051524.rtf](#)

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 5/15/2024 TO 5/15/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
170098	FIRST AMERICAN TITLE	CLOSING FUNDS FOR 5407 88TH ST NE	GMA - STREET	16,861.60
170099	LICENSING, DEPT OF	DRIVING ABSTRACT	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF		PERSONNEL ADMINISTRATION	15.00
170100	LICENSING, DEPT OF		PERSONNEL ADMINISTRATION	15.00
170101	LICENSING, DEPT OF		PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF		PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF		PERSONNEL ADMINISTRATION	15.00
170102	PREMERA BLUE CROSS	PREMERA CLAIMS - 4/21-4/27/24	MEDICAL CLAIMS	82,562.58
	PREMERA BLUE CROSS	PREMERA CLAIMS - 4/14-4/20/24	MEDICAL CLAIMS	106,603.27
170103	911 SUPPLY INC.	UNIFORMS	DETENTION & CORRECTION	-297.22
	911 SUPPLY INC.		POLICE PATROL	-242.17
	911 SUPPLY INC.		POLICE INVESTIGATION	180.55
	911 SUPPLY INC.		POLICE PATROL	613.96
	911 SUPPLY INC.		POLICE PATROL	788.99
	911 SUPPLY INC.		DETENTION & CORRECTION	1,077.33
	911 SUPPLY INC.		POLICE PATROL	1,124.04
	911 SUPPLY INC.	UNIFORMS - ENSLEY	DETENTION & CORRECTION	1,631.15
170104	ALEXANDER PRINTING	PRINTING SERVICES	POLICE PATROL	356.62
	ALEXANDER PRINTING		POLICE PATROL	504.49
170105	ALL BATTERY SALES &	SHOP SUPPLIES	EQUIPMENT RENTAL	584.02
170106	AMERICAN CLEANERS	DRY CLEANING	POLICE ADMINISTRATION	11.92
	AMERICAN CLEANERS		DETENTION & CORRECTION	97.64
	AMERICAN CLEANERS		CRIME PREVENTION	123.24
	AMERICAN CLEANERS		POLICE PATROL	396.26
170107	AMERICAN SOCCER COMP	SOCCER SUPPLIES	RECREATION SERVICES	864.85
170108	APPLIED ECOLOGY LLC	QWULOOT VEGETATION PLAN	STORM DRAINAGE	914.67
170109	APS, INC.	POSTAGE MACHINE RENTAL	EXECUTIVE ADMIN	23.71
	APS, INC.		FINANCE-GENL	23.71
	APS, INC.		PERSONNEL ADMINISTRATION	23.71
	APS, INC.		UTILITY BILLING	23.71
	APS, INC.		LEGAL - PROSECUTION	23.71
	APS, INC.		CITY CLERK	23.72
	APS, INC.		POLICE INVESTIGATION	39.11
	APS, INC.		POLICE PATROL	39.11
	APS, INC.		OFFICE OPERATIONS	39.11
	APS, INC.		DETENTION & CORRECTION	39.11
	APS, INC.		POLICE ADMINISTRATION	39.11
	APS, INC.		COMMUNITY	48.21
	APS, INC.		ENGR-GENL	48.21
	APS, INC.		UTIL ADMIN	48.21
	APS, INC.	SUPPLIES	UTIL ADMIN	56.15
	APS, INC.		CITY CLERK	56.16
	APS, INC.		EXECUTIVE ADMIN	56.16
	APS, INC.		FINANCE-GENL	56.16
	APS, INC.		PERSONNEL ADMINISTRATION	56.16
	APS, INC.		UTILITY BILLING	56.16
	APS, INC.		LEGAL - PROSECUTION	56.16
	APS, INC.		COMMUNITY	56.16
	APS, INC.		ENGR-GENL	56.16
170110	ARG INDUSTRIAL	FITTINGS	WATER DIST MAINS	1,031.74
170111	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	38.75
170112	ASTOUND BUSINESS	INTERNET SERVICES	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,308.53
170113	AT&T MOBILITY LLC	PHONE SERVICE	FACILITY MAINTENANCE	4 125

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 5/15/2024 TO 5/15/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	AT&T MOBILITY LLC		UTIL ADMIN	43.52
	AT&T MOBILITY LLC		CITY CLERK	87.04
	AT&T MOBILITY LLC		LEGAL - PROSECUTION	87.54
	AT&T MOBILITY LLC		COMMUNITY	130.56
	AT&T MOBILITY LLC		PERSONNEL ADMINISTRATION	130.56
	AT&T MOBILITY LLC		LEGAL-GENL	130.56
	AT&T MOBILITY LLC		WASTE WATER TREATMENT	130.56
	AT&T MOBILITY LLC		MUNICIPAL COURTS	174.08
	AT&T MOBILITY LLC		GIS SERVICES IS	174.08
	AT&T MOBILITY LLC		FINANCE-GENL	174.08
	AT&T MOBILITY LLC		ENGR-GENL	217.60
	AT&T MOBILITY LLC		OFFICE OPERATIONS	413.61
	AT&T MOBILITY LLC		POLICE ADMINISTRATION	518.00
	AT&T MOBILITY LLC		EXECUTIVE ADMIN	522.24
	AT&T MOBILITY LLC		POLICE INVESTIGATION	709.26
	AT&T MOBILITY LLC		COMMUNITY SERVICES UNIT	800.08
	AT&T MOBILITY LLC		COMPUTER SERVICES	915.52
	AT&T MOBILITY LLC		DETENTION & CORRECTION	926.88
	AT&T MOBILITY LLC		POLICE PATROL	2,941.65
170114	ATSI	CALIBRATION SERVICE	TRANSPORTATION	1,291.69
170115	BERRY SIGN SYSTEMS	PINEWOOD NEIGHBORHOOD SIGN	PROTECTIVE INSPECTIONS	1,048.71
170116	BHC CONSULTANTS	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	2,120.00
170117	BICKFORD FORD	BUMPSTOP AXLE & MOUNTING STUD	EQUIPMENT RENTAL	56.30
	BICKFORD FORD	SPARK PLUG, IGNITION COIL, GASKET	EQUIPMENT RENTAL	329.26
	BICKFORD FORD		EQUIPMENT RENTAL	329.26
	BICKFORD FORD	BRAKE PADS, ROTOR, AXLE ASSEMBLY	EQUIPMENT RENTAL	444.43
	BICKFORD FORD	MISC PARTS - P218	EQUIPMENT RENTAL	1,407.18
170118	BLEACHERS GRILL	FOOD FOR SENIOR LUNCH	RECREATION SERVICES	437.60
170119	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	278.36
170120	BRAKE AND CLUTCH	DISC BRAKE HUB HANDLER	SOLID WASTE OPERATIONS	1,312.25
170121	BURKHOLDER, JEFF	PER DIEM 05/19-05/22/24	DETENTION & CORRECTION	207.50
170122	BURTIS, MICHAEL	EXPENSE REIMBURSEMENT	DETENTION & CORRECTION	72.53
170123	CARSON-BLAKESLEY,VET	INSTRUCTOR SERVICES	OPERA HOUSE	300.00
	CARSON-BLAKESLEY,VET		RECREATION SERVICES	756.00
170124	CASCADE SAWING	CORE DRILLING	SIDEWALK MAINTENANCE	1,091.27
170125	CASCADE SEPTIC PUM	CLEANING SERVICE	WATER DIST MAINS	327.30
170126	CENTRAL WELDING SUPP	WELDING SUPPLIES	EQUIPMENT RENTAL	217.16
170127	CHAMPION BOLT	DRILL BIT, HARDWARE	EQUIPMENT RENTAL	294.73
170128	CHARM-TEX, INC.	JAIL SUPPLIES	GENERAL FUND	-29.49
	CHARM-TEX, INC.		DETENTION & CORRECTION	343.29
170129	CLEARWATER PACKAGE		GENERAL FUND	-99.81
	CLEARWATER PACKAGE		DETENTION & CORRECTION	1,161.57
170130	COASTAL FARM & HOME	UNIFORMS	SOLID WASTE OPERATIONS	192.53
170131	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	599.46
170132	COMMAND SOURCING	WINDOW COVERING	DETENTION & CORRECTION	116.10
170133	COMMERCIAL FIRE	ANNUAL FIRE EXTINGUISHER SERVICE & TAG	WATER FILTRATION PLANT	8.75
	COMMERCIAL FIRE		SUNNYSIDE FILTRATION	61.25
	COMMERCIAL FIRE		OPERA HOUSE	110.49
	COMMERCIAL FIRE		CITY HALL	137.84
	COMMERCIAL FIRE		SUNNYSIDE FILTRATION	1,201.60
	COMMERCIAL FIRE	ANNUAL BUILDING TEST	OPERA HOUSE	1,707.60
170134	CRYSTAL SPRINGS	WATER SERVICE - COMMUNITY CENTER	RECREATION SERVICES	91.58
170135	DELL	RAPID RECOVERY & SERVER MAINTENANCE	IS REPLACEMENT ACCOUNTS	14,347.27
170136	DICKS TOWING	TOW SERVICE - S005	EQUIPMENT RENTAL	77.54

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
170137	DIETZ, THOMAS	EXPENSE REIMBURSEMENT	UTIL ADMIN	437.00
170138	DOBBS PETERBILT	CREDIT TO INVOICE 026P55540	EQUIPMENT RENTAL	-616.36
	DOBBS PETERBILT	RELAY VALVE	ER&R	350.87
	DOBBS PETERBILT	AC COMPRESSOR ASSEMBLY	EQUIPMENT RENTAL	362.87
	DOBBS PETERBILT	POWER STEERING GEAR ASSEMBLY	EQUIPMENT RENTAL	4,684.92
170139	DOHERTY, CRYSTAL	REFUND - KUNG FU/TAE KWON DO FOR YOUTH PARKS-RECREATION		50.00
170140	E&E LUMBER	SLATE	FIRE ADMIN	14.99
	E&E LUMBER	FAST PIN WITH WASHER	TRANSPORTATION	23.58
	E&E LUMBER	HOSE & NOZZLE	GMA-PARKS	61.35
	E&E LUMBER	LAWNMOWER BLADES	EQUIPMENT RENTAL	83.60
	E&E LUMBER	SUPPLIES	POLICE PATROL	112.66
	E&E LUMBER	GRAFFITI REMOVAL SUPPLIES	POLICE PATROL	121.13
170141	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	252.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
170142	EDMONDS MUNICIPAL	BAIL POSTED RIPLEY, FELICIA	GENERAL FUND	100.00
170143	ELEVATOR SUPPORT CO	SHUNT TRIP TESTING	FACILITY REPLACEMENT	1,192.46
170144	ELLIS, BRANDY	EXPENSE REIMBURSEMENT	GMA - STREET	29.38
170145	ELTON, JONATHAN		POLICE ADMINISTRATION	254.35
170146	ENTERPRISE FM TRUST	MAY 2024 LEASE	EQUIPMENT RENTAL	11,867.14
170147	EVOLUTION PROPERTIES	UTILITY RFUND 15015 45TH DR NE	GARBAGE	120.00
170148	FEDEX	SHIPPING FEES	TRANSPORTATION	16.58
	FEDEX		SUNNYSIDE FILTRATION	25.81
170149	FIRESTONE	TIRES (4)	EQUIPMENT RENTAL	702.06
170150	FISCUS, ABIGAIL	CLASS REFUND	PARKS-RECREATION	90.00
170151	FRANCOTYP-POSTALIA	POSTAGE MACHINE RENTAL	CITY CLERK	16.08
	FRANCOTYP-POSTALIA		FINANCE-GENL	16.08
	FRANCOTYP-POSTALIA		PERSONNEL ADMINISTRATION	16.08
	FRANCOTYP-POSTALIA		UTILITY BILLING	16.08
	FRANCOTYP-POSTALIA		MUNICIPAL COURTS	16.08
	FRANCOTYP-POSTALIA		COMMUNITY	16.08
	FRANCOTYP-POSTALIA		PARK & RECREATION FAC	16.08
	FRANCOTYP-POSTALIA		COMPUTER SERVICES	16.08
	FRANCOTYP-POSTALIA		EXECUTIVE ADMIN	16.09
	FRANCOTYP-POSTALIA		LEGAL - PROSECUTION	16.09
170152	FRANZEN, JEFF	PER DIEM 05/19-05/23/24	POLICE TRAINING-FIREARMS	24 127

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 5/15/2024 TO 5/15/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
170153	FTRS, LLC	SERVICES TO RECOVER WA EXCISE TAX ON FUEL	PARK & RECREATION FAC	33.88
	FTRS, LLC		MAINTENANCE	172.86
	FTRS, LLC		UTIL ADMIN	207.61
	FTRS, LLC		GENERAL	255.66
	FTRS, LLC		SOLID WASTE OPERATIONS	313.55
170154	GILBERT, KARA	PARKS REFUND	PARKS-RECREATION	30.00
170155	GORDON TRUCK CENTER	AIR DRYER ASSEMBLY	EQUIPMENT RENTAL	864.49
170156	GOSSETT, SHAWNA	EXPENSE REIMBURSEMENT	COMMUNITY	600.82
170157	GREENSHIELDS INDS	PRESSURE WASHER PARTS	MAINT OF GENL PLANT	21.98
	GREENSHIELDS INDS	HOSE CLAMPS	ROADSIDE VEGETATION	84.02
	GREENSHIELDS INDS	MEASURING WHEEL	ROADWAY MAINTENANCE	142.50
	GREENSHIELDS INDS	FITTINGS	ER&R	376.76
	GREENSHIELDS INDS	HYDRAULIC HOSE	ER&R	902.56
170158	HARBOR FREIGHT TOOLS	MISC SUPPLIES	WATER SERVICES	184.24
170159	HD FOWLER COMPANY	PVC, HARDWARE	GMA-PARKS	42.13
	HD FOWLER COMPANY	CONDUIT	GMA-PARKS	283.22
	HD FOWLER COMPANY	MISC SUPPLIES	GMA-PARKS	382.19
	HD FOWLER COMPANY	HARDWARE	WATER SERVICES	2,120.17
170160	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	520.20
170161	HERC RENTALS INC	EXCAVATOR RENTAL	GMA-PARKS	2,925.36
170162	HERRERA ENVIRO	PROFESSIONAL SERVICES	GMA-PARKS	16,347.43
	HERRERA ENVIRO		GMA-PARKS	18,339.68
	HERRERA ENVIRO		GMA-PARKS	19,292.34
170163	HURRICANE BUTTERFLY	FIREARMS SUPPLIES	POLICE TRAINING-FIREARMS	811.38
	HURRICANE BUTTERFLY	FIREARM SUPPLIES	POLICE TRAINING-FIREARMS	957.62
170164	IH4 PROPERTY OF WASH	UTILITY REFUND 5422 GROVE ST	GARBAGE	249.90
170165	INTERSTATE BATTERY	BATTERY	EQUIPMENT RENTAL	68.79
	INTERSTATE BATTERY	BATTERIES	EQUIPMENT RENTAL	111.82
170166	J2 CLOUD SERVICES	FAX SERVICES	LEGAL - PROSECUTION	16.43
	J2 CLOUD SERVICES		LEGAL-GENL	16.43
	J2 CLOUD SERVICES		WATER DIST MAINS	32.85
	J2 CLOUD SERVICES		UTILITY BILLING	32.85
	J2 CLOUD SERVICES		CITY CLERK	32.85
	J2 CLOUD SERVICES		COMMUNITY	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	32.85
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	32.85
	J2 CLOUD SERVICES		RECREATION SERVICES	32.85
	J2 CLOUD SERVICES		POLICE INVESTIGATION	32.85
	J2 CLOUD SERVICES		MUNICIPAL COURTS	32.85
	J2 CLOUD SERVICES		DETENTION & CORRECTION	32.85
	J2 CLOUD SERVICES		PROBATION	32.85
	J2 CLOUD SERVICES		FINANCE-GENL	32.85
	J2 CLOUD SERVICES		UTIL ADMIN	32.85
	J2 CLOUD SERVICES		ENGR-GENL	32.85
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	32.85
	J2 CLOUD SERVICES		COMPUTER SERVICES	32.88
	J2 CLOUD SERVICES		OFFICE OPERATIONS	65.70
	J2 CLOUD SERVICES		MUNICIPAL COURTS	98.56
170167	KAISER PERMANENTE	PRE-EMPLOYMENT PHYSICALS	POLICE ADMINISTRATION	3,537.88
170168	KAZEN, ALENA	INSTRUCTOR SERVICES	RECREATION SERVICES	27.00
170169	KBHPNW LLC	utility refund 8816 48th PI NE	WATER/SEWER OPERATION	219.52
170170	KENDALL CHEVROLET	SEAL/GASKET	EQUIPMENT RENTAL	37.89

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 5/15/2024 TO 5/15/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
170171	KIM, JAMIE S.	PUBLIC DEFENSE/CONFLICT COUNSEL	PUBLIC DEFENSE	120.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
	KIM, JAMIE S.		PUBLIC DEFENSE	450.00
	KIM, JAMIE S.	PUBLIC DEFENSE/CONFLICTY COUNSEL	PUBLIC DEFENSE	450.00
170172	LASTING IMPRESSIONS	SOCCER SHIRTS	RECREATION SERVICES	66.29
	LASTING IMPRESSIONS	UNIFORMS	UTIL ADMIN	110.28
170173	LAUTS INC	DROP RECYCLING SERVICE	GMA-PARKS	225.00
	LAUTS INC	MATERIAL CONTAINERS	GMA-PARKS	6,370.00
170174	LINC NW	REFUND LEASEHOLD TAX	GENERAL FUND	1,700.95
170175	MANN, SHANNON	PARKS REFUND	PARKS-RECREATION	100.00
170176	MARTINELL, MARK	UTILITY REFUND	WATER/SEWER OPERATION	227.21
170177	MARYSVILLE, CITY OF	1404 5TH ST	CITY HALL	26.03
	MARYSVILLE, CITY OF	3RD ST & STATE AVE	PARK & RECREATION FAC	26.03
	MARYSVILLE, CITY OF	9623 55 AVE NE	PARK & RECREATION FAC	26.03
	MARYSVILLE, CITY OF	1049 STATE AVE	CITY HALL	82.64
	MARYSVILLE, CITY OF	316 CEDAR AVE	STORM DRAINAGE	123.08
	MARYSVILLE, CITY OF	1221 3 ST	OPERA HOUSE	125.88
	MARYSVILLE, CITY OF	1019 CEDAR AVE	PARK & RECREATION FAC	128.68
	MARYSVILLE, CITY OF	514 DELTA AVE	CITY HALL	130.17
	MARYSVILLE, CITY OF	1050 COLUMBIA AVE	PARK & RECREATION FAC	136.11
	MARYSVILLE, CITY OF	514 DELTA AVE	PARK & RECREATION FAC	173.57
	MARYSVILLE, CITY OF	1095 ALDER AVE	AFFORDABLE HOUSING	226.04
	MARYSVILLE, CITY OF	1049 STATE AVE	CITY HALL	227.22
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	MAINT OF GENL PLANT	227.22
	MARYSVILLE, CITY OF	6802 84 ST NE	GOLF ADMINISTRATION	230.02
	MARYSVILLE, CITY OF	61 STATE AVE	PARK & RECREATION FAC	232.82
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	ROADWAY MAINTENANCE	237.22
	MARYSVILLE, CITY OF	1094 CEDAR AVE - FIRE DISTRIC	NON-DEPARTMENTAL	281.85
	MARYSVILLE, CITY OF	514 DELTA AVE RESTROOM	PARK & RECREATION FAC	313.71
	MARYSVILLE, CITY OF	1010 BEACH AVE	PARK & RECREATION FAC	411.06
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	EQUIPMENT RENTAL	434.18
	MARYSVILLE, CITY OF	1015 STATE AVE	COURT FACILITIES	749.27
	MARYSVILLE, CITY OF	1225 3 ST	OPERA HOUSE	759.52
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	WASTE WATER TREATMENT	1,233.18
	MARYSVILLE, CITY OF	501 DELTA AVE	CITY HALL	2,060.47
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	WASTE WATER TREATMENT	2,140.06
	MARYSVILLE, CITY OF	514 DELTA AVE	PUBLIC SAFETY BLDG	2,265.48
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	MAINT OF GENL PLANT	3,093.11
170178	MATCO TOOLS	SMALL TOOLS	EQUIPMENT RENTAL	387.77
170179	MCCLURE & SONS, INC.	PE014 WWTP TERTIARY IMPROVE	SEWER CAPITAL PROJECTS	314,581.08
170180	MICHELE D'AMOUR	ENTERTAINMENT	COMMUNITY EVENTS	1,000.00
170181	MPAC	INSTRUCTOR SERVICES	RECREATION SERVICES	108.00
	MPAC		RECREATION SERVICES	266.40
170182	NC MACHINERY	OIL/FUEL FILTERS	ER&R	101.70
	NC MACHINERY	BUCKET CUTTING EDGE	EQUIPMENT RENTAL	675.62
170183	NELSON-REISNER	GEAR FLUIDS	ER&R	732.74
170184	NJROTC BOOSTER CLUB	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
170185	NORTH SOUND MEDIA	RADIO ADVERTISING	OPERA HOUSE	300.00
170186	OCCUPATIONAL HEALTH	CDL RECERT EXAM	GENERAL	136.00
170187	OWEN EQUIPMENT	SPRAY WATER SYSTEM FILTER	EQUIPMENT RENTAL	458.71
170188	PACIFIC PLUMBING	HYDRANT METER PARTS	WATER CROSS CNTL	75.79
170189	PACIFIC POWER BATTER	BATTERIES	FIRE ADMIN	40.17
170190	PACIFIC TOPSOILS	TOPSOIL	GMA-PARKS	55.94
	PACIFIC TOPSOILS		GMA-PARKS	55.94
	PACIFIC TOPSOILS		GMA-PARKS	5

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 5/15/2024 TO 5/15/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
170191	PEACE OF MIND	MEETING MINUTES	CITY CLERK	162.80
170192	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	13,013.72
	PGC INTERBAY LLC		MAINTENANCE	16,783.95
170193	PLATT ELECTRIC	BREAKER	GMA-PARKS	11.49
	PLATT ELECTRIC	POWER SUPPLY	TRANSPORTATION	341.62
	PLATT ELECTRIC	GOLF COURSE PARKING LOT LIGHT	GOLF ADMINISTRATION	455.53
170194	PNG MEDIA LLC	ADVERTISING	OPERA HOUSE	288.00
170195	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	54.00
170196	PUD	ACCT #205283641	STREET LIGHTING	9.49
	PUD	ACCT #205026479	STREET LIGHTING	13.05
	PUD		STREET LIGHTING	20.40
	PUD	ACCT #204584361	STREET LIGHTING	20.54
	PUD		STREET LIGHTING	27.23
	PUD	ACCT #202177861	PUMPING PLANT	29.75
	PUD	ACCT #202220760	GOLF ADMINISTRATION	30.68
	PUD	ACCT # 224101675	ROADWAY MAINTENANCE	32.62
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	33.50
	PUD	ACCT #205481823	GOLF ADMINISTRATION	33.50
	PUD	ACCT #220681340	STORM DRAINAGE	33.50
	PUD	ACCT #201346665	SEWER LIFT STATION	36.96
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	36.96
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	36.96
	PUD	ACCT #200973956	SEWER LIFT STATION	39.05
	PUD	ACCT #221303498	STREET LIGHTING	40.09
	PUD	ACCT #201142155	TRANSPORTATION	48.52
	PUD	ACCT #223286667	METER READING	52.78
	PUD	ACCT #204829691	STREET LIGHTING	54.29
	PUD	ACCT #202294245	SEWER LIFT STATION	57.59
	PUD	ACCT #202183679	TRANSPORTATION	59.56
	PUD	ACCT #200448801	TRANSPORTATION	61.66
	PUD	ACCT #200800704	STREET LIGHTING	69.29
	PUD	ACCT #222664310	TRANSPORTATION	69.57
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	70.22
	PUD	ACCT #200660439	STREET LIGHTING	73.70
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	74.11
	PUD	ACCT #203996343	STREET LIGHTING	76.49
	PUD	ACCT #221115934	MAINT OF GENL PLANT	84.71
	PUD	ACCT #222664740	TRANSPORTATION	89.27
	PUD	ACCT #221610405	STREET LIGHTING	98.41
	PUD	ACCT #222663973	TRANSPORTATION	115.24
	PUD	ACCT #201931193	PARK & RECREATION FAC	122.35
	PUD	ACCT #201909637	SEWER LIFT STATION	123.99
	PUD	ACCT #203291216	GENERAL	132.69
	PUD	ACCT #202576112	STREET LIGHTING	143.35
	PUD	ACCT #202368197	PUMPING PLANT	150.74
	PUD	ACCT #201628880	WASTE WATER TREATMENT	164.47
	PUD	ACCT #220020531	STREET LIGHTING	182.61
	PUD	ACCT #203344585	STREET LIGHTING	228.91
	PUD	ACCT #200812808	PUMPING PLANT	268.22
	PUD	ACCT #200164598	SOURCE OF SUPPLY	359.08
	PUD	ACCT #201675634	WASTE WATER TREATMENT	421.13
	PUD	ACCT #202461554	SEWER LIFT STATION	622.69
	PUD	ACCT #201639630	GOLF ADMINISTRATION	658.60
	PUD	ACCT #202177333	MAINT OF GENL PLANT	670.61

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 5/15/2024 TO 5/15/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
170196	PUD	ACCT #201587284	WASTE WATER TREATMENT	749.99
	PUD	ACCT #201098969	PUMPING PLANT	1,037.68
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,225.80
	PUD	ACCT #202604203	STREET LIGHTING	1,975.98
	PUD	ACCT #202576112	STREET LIGHTING	2,723.74
	PUD	ACCT #202604203	STREET LIGHTING	2,963.96
	PUD	ACCT #201577921	PUMPING PLANT	5,029.75
	PUD	ACCT #202882098	STREET LIGHTING	10,109.49
	PUD	ACCT #201420635	WASTE WATER TREATMENT	10,632.28
	PUD	ACCT #202075008	WASTE WATER TREATMENT	10,835.86
	PUD	ACCT #202882098	STREET LIGHTING	15,812.28
	PUD	ACCT #201721180	WASTE WATER TREATMENT	22,180.69
170197	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	4.84
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	104.34
	PUGET SOUND ENERGY	ACCT #220026412746	CITY HALL	124.38
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	268.85
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	294.83
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	1,716.46
	PUGET SOUND ENERGY	ACCT #220026419946	PUBLIC SAFETY BLDG	1,819.83
170198	PULTE HOMES OF WA	UTILITY REFUND 8609 SOPER HILL RD F142	WATER/SEWER OPERATION	130.93
170199	RAIMI & ASSOCIATES	PROFESSIONAL SERVICES	COMMUNITY	1,378.91
170200	REECE TRUCKING	DUMP CONCRETE W/ REBAR	GMA-PARKS	588.84
170201	RESTORICAL RESEARCH	INSURANCE RECOVERY PAYMENT	SURFACE WATER CAPITAL	4,519.83
170202	REVENUE, DEPT OF	RETAINAGE TRIPLEX PROJECT	GENERAL FUND	4,753.20
170203	RH2 ENGINEERING INC	SR 528 WATER MAIN REPLACEMENT	WATER CAPITAL PROJECTS	9,018.41
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	22,240.30
170204	RIEGER, KAREN	REFUND: BBQ SHELTER	PARKS-RECREATION	65.00
170205	ROBERTSON, JUDY	EXPENSE REIMBURSEMENT	POLICE ADMINISTRATION	216.35
170206	ROMTEC	PAY ESTIMATE 5	GMA-PARKS	-4,738.83
	ROMTEC		GMA-PARKS	103,685.63
170207	ROSE, HAROLD & MISTY	UTILITY REFUND	GARBAGE	20.12
170208	SANDOVAL, LESLEY	REFUND: BALLET AND BEGINNING ACRO	PARKS-RECREATION	12.00
170209	SHI INTERNATIONAL	SHARKFIN ANTENNAS	IS REPLACEMENT ACCOUNTS	11,260.21
170210	SMARSH INC	TEXT MESSAGE ARCHIVING	COMPUTER SERVICES	-201.17
	SMARSH INC		COMMUNITY	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		LEGAL-GENL	7.85
	SMARSH INC		GENERAL	7.85
	SMARSH INC		UTILITY BILLING	7.85
	SMARSH INC		SEWER MAIN COLLECTION	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85
	SMARSH INC		CITY COUNCIL	15.70
	SMARSH INC		FINANCE-GENL	15.70
	SMARSH INC		YOUTH SERVICES	15.70
	SMARSH INC		COMMUNITY SERVICES UNIT	15.70
	SMARSH INC		RECREATION SERVICES	15.70
	SMARSH INC		FACILITY MAINTENANCE	15.70
	SMARSH INC		CUSTODIAL SERVICES	15.70
	SMARSH INC		MUNICIPAL COURTS	23.55
	SMARSH INC		CITY CLERK	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		WATER QUAL TREATMENT	31.40
	SMARSH INC		GIS SERVICES IS	31.40
	SMARSH INC		COMMUNITY	3 131

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 5/15/2024 TO 5/15/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	SMARSH INC		PARK & RECREATION FAC	39.25
	SMARSH INC		LEGAL - PROSECUTION	47.10
	SMARSH INC		OFFICE OPERATIONS	47.10
	SMARSH INC		COMMUNITY SERVICES UNIT	47.10
	SMARSH INC		STORM DRAINAGE	54.95
	SMARSH INC		POLICE INVESTIGATION	94.20
	SMARSH INC		GENERAL	94.20
	SMARSH INC		WASTE WATER TREATMENT	102.05
	SMARSH INC		EXECUTIVE ADMIN	117.75
	SMARSH INC		DETENTION & CORRECTION	117.75
	SMARSH INC		POLICE ADMINISTRATION	125.60
	SMARSH INC		SOLID WASTE CUSTOMER	125.60
	SMARSH INC		UTIL ADMIN	172.70
	SMARSH INC		ENGR-GENL	196.25
	SMARSH INC		POLICE PATROL	525.95
170211	SMITH, ROBB	MEAL REIMBURSEMENT	WATER DIST MAINS	20.00
170212	SMITH, STEPHANIE	REFUND: MARYSVILLE OPERA HOUSE	GENERAL FUND	500.00
170213	SNO CO AUDITOR	88TH STREET IMPROVEMENT PROJECT	GMA - STREET	306.50
	SNO CO AUDITOR		GMA - STREET	307.50
170214	SNO CO FINANCE	P217-WHELEN LIGHTBAR BOARD ASSEMBLY	EQUIPMENT RENTAL	835.65
170215	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	95,504.21
170216	SOUND PUBLISHING	PROJECT ADVERTISEMENT	GENL GVRNMNT SERVICES	199.52
170217	SOUND PUBLISHING	CITY ORDINANCE 3307	CITY CLERK	41.40
170218	SOUND SAFETY	2024 UNIFORM PHIPPS	SOLID WASTE OPERATIONS	294.48
	SOUND SAFETY	2024 UNIFORM RAIRDIN	SOLID WASTE OPERATIONS	322.35
	SOUND SAFETY	2024 UNIFORM STROPE	UTIL ADMIN	412.08
170219	SOWERS, AARIA	REFUND: KINDERMUSIK	PARKS-RECREATION	75.00
170220	SPRAGUE PEST SOLUTIO	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS	76.58
	SPRAGUE PEST SOLUTIO		MAINT OF GENL PLANT	76.58
	SPRAGUE PEST SOLUTIO	PEST CONTROL SERVICES	POLICE PATROL	246.15
	SPRAGUE PEST SOLUTIO		POLICE PATROL	464.95
170221	SUPERIOR RESTROOMS	RENTAL OF PORTABLE RESTROOMS 152ND	RECREATION SERVICES	450.00
170222	SYSTEMS FOR PUBLIC	P212-EMERGENCY LIGHTING, RADIO, DOCK	EQUIPMENT RENTAL	28,558.97
	SYSTEMS FOR PUBLIC	P214 -EMERGENCY LIGHTING, RADIO, DOCK	EQUIPMENT RENTAL	28,558.97
	SYSTEMS FOR PUBLIC	P215 -EMERGENCY LIGHTING, RADIO, DOCK	EQUIPMENT RENTAL	28,558.97
170223	THE CHRONICLES OF	ENTERTAINMENT	COMMUNITY EVENTS	250.00
170224	THOMSON REUTERS	SUBSCRIPTION PRODUCT CHARGES	LEGAL-GENL	469.95
	THOMSON REUTERS		LEGAL - PROSECUTION	469.96
170225	TRANSPO GROUP	STATE AVE PAVEMENT PRESERVATION	GMA - STREET	1,155.00
170226	TRANSPORTATION, DEPT	SR/SR92 INTERSECTION	TRANSPORTATION	131.04
170227	TRANSUNION RISK & AL	INVESTIGATIVE TOOL	POLICE INVESTIGATION	489.75
170228	TULALIP CHAMBER	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
170229	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	156.49
	ULINE	JAIL SUPPLIES	DETENTION & CORRECTION	174.35
170230	USA BLUEBOOK	HYDRANT KEY ATTACHMENT	HYDRANTS	87.47
	USA BLUEBOOK	OCTICAL CAP, HYDRANT OUT OF SERVICE	SOURCE OF SUPPLY	200.86
	USA BLUEBOOK	MEMBRANE KIT AND FILL SOLUTION	WATER FILTRATION PLANT	1,505.19
170231	VALMONT INDUSTRIES	SMOKEY POINT 152ND POLES	TRANSPORTATION	24,318.53
170232	VERIZON	WIRELESS SERVICES	POLICE ADMINISTRATION	20.72
	VERIZON		PURCHASING/CENTRAL	30.32
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		COMMUNITY SERVICES UNIT	80.02
	VERIZON		EQUIPMENT RENTAL	83.45
	VERIZON		FINANCE-GENL	102.74

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 5/15/2024 TO 5/15/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
170232	VERIZON	WIRELESS SERVICES	EXECUTIVE ADMIN	119.14
	VERIZON		POLICE PATROL	120.03
	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.06
	VERIZON	WIRELESS SERVICES	MUNICIPAL COURTS	190.52
	VERIZON		WATER QUAL TREATMENT	221.09
	VERIZON		LEGAL - PROSECUTION	257.06
	VERIZON		COMPUTER SERVICES	351.58
	VERIZON		FACILITY MAINTENANCE	403.81
	VERIZON		PARK & RECREATION FAC	416.46
	VERIZON		RECREATION SERVICES	416.46
	VERIZON	AMR LINES	METER READING	462.37
	VERIZON	WIRELESS SERVICES	COMMUNITY	490.12
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	522.18
	VERIZON	WIRELESS SERVICES	WATER SUPPLY MAINS	573.28
	VERIZON		SEWER MAIN COLLECTION	663.59
	VERIZON		STORM DRAINAGE	721.53
	VERIZON		SOLID WASTE CUSTOMER	843.79
	VERIZON		GENERAL	969.33
	VERIZON		ENGR-GENL	1,812.65
	VERIZON		UTIL ADMIN	2,442.54
	VERIZON	WIRELESS MODEMS	POLICE PATROL	3,161.65
170233	VERLEY, NATALYA	REFUND: BELLY DANCE FOR ALL	PARKS-RECREATION	48.00
170234	VESTIS GROUP INC.	UNIFORM CLEANING & MISC FLEET SUPPLIES	EQUIPMENT RENTAL	38.75
	VESTIS GROUP INC.		EQUIPMENT RENTAL	59.81
170235	VESTIS GROUP INC.	MISC CUSTODIAL SUPPLIES	CIVIC CENTER	21.00
	VESTIS GROUP INC.		CUSTODIAL SERVICES	137.60
170236	VESTIS GROUP INC.	LINEN SERVICE AT OPERA HOUSE	OPERA HOUSE	222.69
	VESTIS GROUP INC.		OPERA HOUSE	222.69
170237	WAAUDIOLOGY SRVCS	ANNUAL AUDIOLOGY VAN SERVICES - PW	PERSONNEL ADMINISTRATION	4,480.40
170238	WAGNER, AMY	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	5,750.00
170239	WASTE MANAGEMENT	YARD/RECYCLING SERVICE MARCH 2024	RECYCLING OPERATION	504,322.13
170240	WESTERN SYSTEMS	PED SIGNAL	STREET LIGHTING	1,042.37
170241	WET RABBIT EXPRESS	CAR WASH #64518D	RECREATION SERVICES	7.20
	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	539.39
170242	WETLAND RESOURCES	STUDY - MOTHER NATURES WINDOW	GMA-PARKS	600.00
170243	WHEELER, KARI	TRAILS TO ALES ENTERTAINMEN ON 5/18/24	COMMUNITY EVENTS	1,000.00
170244	YELDELL, SARA	REFUND: DISCOVER ART FOR YOUTH	RECREATION SERVICES	55.00
170245	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	53.26
	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	69.57
	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	71.38
	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	71.78
	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	75.74
	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	233.13
170246	ZIPLY FIBER	ACCT #3606577495	COMPUTER SERVICES	88.25
170247	ZIPLY FIBER	ACCT #3606583635	COMPUTER SERVICES	79.91
170248	ZIPLY FIBER	PHONE SERVICE	POLICE ADMINISTRATION	50.97
	ZIPLY FIBER		POLICE PATROL	50.97
	ZIPLY FIBER		COMMUNICATION CENTER	50.97
	ZIPLY FIBER		UTILITY BILLING	50.97
	ZIPLY FIBER		GENERAL	50.97
	ZIPLY FIBER		GOLF ADMINISTRATION	50.97
	ZIPLY FIBER		COMMUNITY	101.95
	ZIPLY FIBER		DETENTION & CORRECTION	101.95
	ZIPLY FIBER		OFFICE OPERATIONS	10 133

DATE: 5/16/2024
TIME: 11:15:04AM

CITY OF MARYSVILLE
INVOICE LIST

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FOR INVOICES FROM 5/15/2024 TO 5/15/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	ZIPLY FIBER		GOLF ADMINISTRATION	101.95
	ZIPLY FIBER		CITY HALL	152.93
	ZIPLY FIBER		RECREATION SERVICES	203.89
	ZIPLY FIBER		WASTE WATER TREATMENT	254.87
	ZIPLY FIBER		UTIL ADMIN	254.87
WARRANT TOTAL:				<u><u>1,734,700.15</u></u>

REASON FOR VOIDS:
INITIATOR ERROR
CHECK LOST/DAMAGED
UNCLAIMED PROPERTY

WARRANT TOTAL: \$1,734,700.15



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: May 22, 2024 Claims in the Amount of \$1,273,760.51 Paid by EFT Transactions and Check Numbers 170249 through 170407 with Check Number 169554 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[Weekly Claims Report 05 22 24.xlsx](#)

**CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 5/22/24 TO 5/22/24**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
170249	COMMERCE DEPT OF	WWTP 2 UPGRADE	ENTERPRISE D/S	2,631.58
	COMMERCE DEPT OF		ENTERPRISE D/S	526,315.78
170250	BOYD, RAE	NURSE SERVICE	DETENTION & CORRECTION	4,500.00
	BOYD, RAE	CONTRACT NURSE SERVICES	DETENTION & CORRECTION	43,000.00
170251	COMMONSTREET	88 ST CORRIDOR IMPROVEMENT	GMA - STREET	54,006.31
170252	LICENSING, DEPT OF	DRIVING ABSTRACT - CORRO	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - LANGDON	PERSONNEL ADMINISTRATION	15.00
170253	LICENSING, DEPT OF	DRIVING ABSTRACT - HURLEY	PERSONNEL ADMINISTRATION	15.00
170254	LICENSING, DEPT OF	DRIVING ABSTRACT - ECHAURI	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - PAOLELLO	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - THAYER	PERSONNEL ADMINISTRATION	15.00
170255	LICENSING, DEPT OF	DRIVING ABSTRACT - STROPE/STROPE	PERSONNEL ADMINISTRATION	30.00
170256	PREMERA BLUE CROSS	CLAIMS PAID 4/28 TO 4/30/24	MEDICAL CLAIMS	20,261.20
	PREMERA BLUE CROSS	CLAIMS PAID 5/1 TO 5/4/24	MEDICAL CLAIMS	72,012.49
170257	US BANK	SUPPLIES/TRAVEL	POLICE PATROL	-164.41
	US BANK	SUPPLIES/UNIFORMS	GENERAL FUND	-44.73
	US BANK	SUPPLIES/MEALS/UNIFORMS	GENERAL FUND	-8.08
	US BANK	MEMBERSHIP/SUPPLIES	POLICE INVESTIGATION	10.00
	US BANK	SUPPLIES/DUES	POLICE PATROL	15.00
	US BANK	SUPPLIES/TRAVEL	DETENTION & CORRECTION	16.09
	US BANK		POLICE PATROL	16.30
	US BANK	SUPPLIES	GENERAL SERVICES - OVERHEAD	21.55
	US BANK		CUSTODIAL SERVICES	30.62
	US BANK		STORM DRAINAGE	34.99
	US BANK	TRAINING	CIVIC CENTER	35.00
	US BANK	TRAINING/SUPPLIES	ENGR-GENL	42.00
	US BANK		CUSTODIAL SERVICES	43.74
	US BANK	SUPPLIES/EQUIPMENT REPAIR	SOURCE OF SUPPLY	45.80
	US BANK	TOOLS/SUPPLIES	UTIL ADMIN	52.51
	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	79.00
	US BANK		UTIL ADMIN	84.00
	US BANK		UTIL ADMIN	88.71
	US BANK	SUPPLIES/EQUIPMENT REPAIR	WATER CROSS CNTL	92.01
	US BANK	TOOLS/SUPPLIES	WASTE WATER TREATMENT PLNT	93.07
	US BANK	SUPPLIES/MEALS/UNIFORMS	POLICE PATROL	94.08
	US BANK	SUPPLIES/TRAVEL	POLICE ADMINISTRATION	96.07
	US BANK	SUPPLIES/MEALS/UNIFORMS	POLICE INVESTIGATION	121.97
	US BANK	SUPPLIES/TRAINING	PARK & RECREATION FAC	125.00
	US BANK	SUPPLIES/TRAVEL	POLICE ADMINISTRATION	130.08
	US BANK		COMMUNITY SERVICES UNIT	140.43
	US BANK	SUPPLIES	SEWER MAIN COLLECTION	140.63
	US BANK	SUPPLIES/TRAVEL	OFFICE OPERATIONS	143.49
	US BANK	EMPLOYEE APPRECIATION	DETENTION & CORRECTION	148.19
	US BANK	PERMIT/UTILITY PAYMENT	ENGR-GENL	151.18
	US BANK	TRAINING	POLICE PATROL	175.00
	US BANK	TOOLS/SUPPLIES	WASTE WATER TREATMENT PLNT	183.22
	US BANK	SUPPLIES	SEWER MAIN COLLECTION	187.04
	US BANK	SUPPLIES/MEALS/UNIFORMS	POLICE INVESTIGATION	196.80
	US BANK	SUPPLIES	TRANSPORTATION MANAGEMENT	198.25
	US BANK	TOOLS/SUPPLIES	SEWER LIFT STATION	219.66
	US BANK	SUPPLIES	ROADSIDE VEGETATION	230.38
	US BANK	SUPPLIES/UNIFORMS	POLICE PATROL	235.16
	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	240.00
	US BANK	SUPPLIES	UTIL ADMIN	253.36
	US BANK		WASTE WATER TREATMENT PLNT	279.89
	US BANK	TRAINING/SUPPLIES	EQUIPMENT RENTAL	289.00
	US BANK	SUPPLIES	ROADWAY MAINTENANCE	303.25
	US BANK		STORM DRAINAGE	306.17
	US BANK	SUPPLIES/TRAVEL	POLICE PATROL	324.21
	US BANK	SUPPLIES/UNIFORMS	POLICE PATROL	332.14
	US BANK	MEMBERSHIP/SUPPLIES	POLICE INVESTIGATION	353.07
	US BANK	PERMIT/UTILITY PAYMENT	GMA-PARKS	354.23
	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	355.43
	US BANK	SUPPLIES/DUES	POLICE PATROL	375.04
	US BANK	SUPPLIES/TRAINING	PARK & RECREATION FAC	479.04
	US BANK	SUPPLIES/EQUIPMENT REPAIR	WATER FILTRATION PLANT	512.01
	US BANK	SUPPLIES/TRAVEL	POLICE PATROL	526.95
	US BANK		POLICE PATROL	535.86
	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	560.00
	US BANK	RE-KEY PATROL CARS	EQUIPMENT RENTAL	615.44
	US BANK	SUPPLIES/TRAVEL	POLICE ADMINISTRATION	656.49
	US BANK	SUPPLIES	STORM DRAINAGE	662.84
	US BANK	SUPPLIES/UNIFORMS	POLICE PATROL	.70
	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	136.80
	US BANK	SUPPLIES/TRAVEL	DETENTION & CORRECTION	748.16

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	US BANK	MEMBERSHIP/SUPPLIES	POLICE INVESTIGATION	792.00
	US BANK	SUPPLIES/TRAVEL	POLICE TRAINING-FIREARMS	849.65
	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	898.87
	US BANK	SUPPLIES/TRAVEL	OFFICE OPERATIONS	1,037.32
	US BANK	CEU - CAGE	COMMUNITY SERVICES UNIT	1,072.11
	US BANK	FLUIDS FOR TRUCKS	SOLID WASTE OPERATIONS	1,136.88
	US BANK	ADVERTISING	POLICE ADMINISTRATION	1,148.72
	US BANK	SUPPLIES	WATER DIST MAINS	1,158.55
	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	1,209.03
	US BANK	SUPPLIES/TRAINING	PARK & RECREATION FAC	1,287.65
	US BANK	TRAVEL	ENGR-GENL	1,345.14
	US BANK	SUPPLIES/TRAVEL	DETENTION & CORRECTION	1,389.24
	US BANK		POLICE INVESTIGATION	1,510.04
	US BANK	SUPPLIES/UNIFORMS	POLICE PATROL	1,690.26
	US BANK	SUPPLIES/TOOLS	WATER DIST MAINS	1,891.02
	US BANK	TOOLS/SUPPLIES	WASTE WATER TREATMENT PLNT	2,314.55
	US BANK	SUPPLIES/EQUIPMENT REPAIR	WATER QUAL TREATMENT	2,429.68
	US BANK	SUPPLIES/MEALS/UNIFORMS	POLICE INVESTIGATION	3,139.79
	US BANK	SUPPLIES/TRAVEL	TRAFFIC UNIT	3,884.34
	US BANK		POLICE TRAINING-FIREARMS	11,173.45
170258	LICENSING, DEPT OF	FIREARMS - CPL'S APRIL 24	INTERGOVERNMENTAL CUSTODIAL	954.00
170259	911 SUPPLY INC.	UNIFORM - TAYLOR	POLICE PATROL	70.59
	911 SUPPLY INC.	UNIFORM - GOEDEN	DETENTION & CORRECTION	184.34
	911 SUPPLY INC.	UNIFORM - WIGGINS	POLICE INVESTIGATION	484.86
	911 SUPPLY INC.	UNIFORM - BLAKE	POLICE INVESTIGATION	493.84
	911 SUPPLY INC.	UNIFORM- GOEDEN	DETENTION & CORRECTION	1,299.26
170260	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	75.00
170261	ABRASSART, NEIL	UTILITY REFUND	WATER/SEWER OPERATION	13.23
170262	ACOSTA, JESSE	INTERPRETER SERVICE	COURTS	130.00
	ACOSTA, JESSE		COURTS	130.00
	ACOSTA, JESSE		COURTS	130.00
	ACOSTA, JESSE		COURTS	133.62
	ACOSTA, JESSE		COURTS	133.62
170263	ALEXANDER PRINTING	ENVELOPES	MUNICIPAL COURTS	839.74
170264	ALL BATTERY SALES &	SUPPLIES	EQUIPMENT RENTAL	107.72
170265	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
	ANDERSON, KRISTEN		MUNICIPAL COURTS	740.00
170266	APSCO, INC.	MECHANICAL SEAL	SEWER LIFT STATION	4,025.98
	APSCO, INC.	REBUILD KIT	SEWER LIFT STATION	4,564.08
170267	ARG INDUSTRIAL	NOZZLE	WASTE WATER TREATMENT PLNT	148.43
170268	ASM AFFILIATES, INC.	CULTURAL RESOURCES ASSESSMENT	GMA-PARKS	7,900.00
170269	BANK OF AMERICA	SUPPLIES	COMMUNITY DEVELOPMENT-GENL	268.03
170270	BARRON HEATING	REFUND - BUILDING PERMIT	COMMUNITY DEVELOPMENT	112.00
	BARRON HEATING		NON-BUS LICENSES AND PERMITS	137.00
170271	BELRED HEATING/COOL	REFUND - DUPLICATE CHARGE	NON-BUS LICENSES AND PERMITS	137.00
170272	BERNER, ELIAS	INTERPRETER SERVICE	COURTS	170.20
170273	BICKFORD FORD	OXYGEN SENSOR - P218	EQUIPMENT RENTAL	112.24
170274	BILLING DOCUMENT SPE	PAYMENT PROCESSING FEE - APRIL	UTILITY BILLING	2,175.79
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,981.60
170275	BIO CLEAN, INC	DECONTAMINATION	DETENTION & CORRECTION	492.30
	BIO CLEAN, INC	BIO CLEAN UP	DETENTION & CORRECTION	984.60
170276	BIOTECH SCREENING	INMATE MEDICAL SUPPLIES	DETENTION & CORRECTION	922.38
	BIOTECH SCREENING		DETENTION & CORRECTION	922.38
170277	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT PLNT	17,820.17
	CASCADE COLUMBIA		WASTE WATER TREATMENT PLNT	18,578.31
170278	CHAMBERLAIN,CASSANDR	2024 UTILITY TAX REBATE	NON-DEPARTMENTAL	33.38
170279	CHARM-TEX, INC.	JAIL SUPPLIES	GENERAL FUND	-85.52
	CHARM-TEX, INC.		GENERAL FUND	-60.62
	CHARM-TEX, INC.		DETENTION & CORRECTION	705.52
	CHARM-TEX, INC.		DETENTION & CORRECTION	995.32
170280	COASTAL FARM & HOME	UNIFORM - GIEBEL	UTIL ADMIN	52.50
	COASTAL FARM & HOME	UNIFORM - COBB	UTIL ADMIN	210.03
	COASTAL FARM & HOME	NO SPILL GAS CAN	WATER RESERVOIRS	218.76
170281	CODE PUBLISHING	MUNICIPAL CODE WEB UPDATE	CITY CLERK	385.64
170282	CONSOLIDATED PRESS	ANNUAL REPORT NEWSLETTER	EXECUTIVE ADMIN	5,534.56
170283	COOP SUPPLY	CONNECTORS	WATER DIST MAINS	96.87
	COOP SUPPLY	PEAT MOSS	PARK & RECREATION FAC	131.24
	COOP SUPPLY	POTTING SOIL	PARK & RECREATION FAC	139.86
170284	CORAL SALES COMPANY	BREAK-SAFE, ANCHORS	TRANSPORTATION MANAGEMENT	3,286.10
170285	CORE & MAIN LP	PROCODER METER	WATER SERVICE INSTALL	19,358.82
	CORE & MAIN LP		WATER SERVICE INSTALL	25,730.88
	CORE & MAIN LP	PROCEDURE METER	WATER SERVICE INSTALL	42,939.50
170286	CORONA, KATE	REFUND - MINI CAMP	PARKS-RECREATION	10.00
170287	COSTLESS SENIOR SRVC	INMATE MEDICATION	DETENTION & CORRECTION	60
170288	CRAWFORD, SHANON	4TH PAYMENT INSTRUCTOR SERVICE	RECREATION SERVICES	137.42
170289	CRYSTAL SPRINGS	WATER DELIVERY	POLICE PATROL	200.00

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	CRYSTAL SPRINGS		POLICE INVESTIGATION	200.00
	CRYSTAL SPRINGS		DETENTION & CORRECTION	200.11
170290	DELL	LAPTOPS, DESKTOP, SURFACE PRO	IS REPLACEMENT ACCOUNTS	1,302.95
	DELL		WATER DIST MAINS	2,025.00
	DELL		WATER DIST MAINS	2,350.00
	DELL		COMMUNITY SERVICES UNIT	3,665.00
170291	DICKS TOWING	TOWING 24-22697	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-22727	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-23122	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-23213	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-CGF0093	POLICE PATROL	77.54
170292	DMH INDUSTRIAL	AC REBUILD	SEWER LIFT STATION	2,325.48
170293	DOBBS PETERBILT	AC SWITCH - J034	EQUIPMENT RENTAL	118.35
	DOBBS PETERBILT	STEERING ASSEMBLY - J042	EQUIPMENT RENTAL	210.80
	DOBBS PETERBILT	PARTS ASSEMBLY - J025	EQUIPMENT RENTAL	15,031.15
170294	DRF TRUSTED PROPERTY	REFUND - ONLINE FEE	COMMUNITY DEVELOPMENT	3.80
170295	DUNLAP INDUSTRIAL	DELUXE VEST PFD	WASTE WATER TREATMENT PLNT	77.43
	DUNLAP INDUSTRIAL	HOIST CHAIN PULLER	WASTE WATER TREATMENT PLNT	473.82
170296	E&E LUMBER	FASTENERS, KEYS	CIVIC CENTER	4.78
	E&E LUMBER	WALL PLATE, SWITCH BOX, OUTLET	FIRE ADMIN	13.00
	E&E LUMBER	FASTENERS	FIRE ADMIN	17.34
	E&E LUMBER	REDI MIX CONCRETE	PARK & RECREATION FAC	19.25
	E&E LUMBER	SUPPLIES	CIVIC CENTER	24.72
	E&E LUMBER	KEYS	SEWER LIFT STATION	28.45
	E&E LUMBER	BBQ GRILL CLEANER, BRUSH	PARK & RECREATION FAC	35.65
	E&E LUMBER	SUPPLIES	PARK & RECREATION FAC	53.90
	E&E LUMBER		CIVIC CENTER	65.89
	E&E LUMBER		WATER DIST MAINS	66.92
	E&E LUMBER		WATER CAPITAL PROJECTS	73.64
	E&E LUMBER		PARK & RECREATION FAC	139.07
	E&E LUMBER	DEMING BITS	WASTE WATER TREATMENT PLNT	150.03
	E&E LUMBER	CLOTHESLINE, SHEETERS, FASTENERS	PARK & RECREATION FAC	167.76
170297	EAGLE FENCE	CUT CHAIN REPAIR SERVICE	WASTE WATER TREATMENT PLNT	607.17
170298	EAST JORDAN IRON WOR	MANHOLE COVERS	ROADWAY MAINTENANCE	2,455.92
170299	EICKERT, NATASHA	REFUND - WEDDING RENTAL	PARKS-RECREATION	115.00
170300	ELLIS, BRANDY	EXPENSE REIMBURSEMENT	GMA - STREET	19.38
170301	EVERETT, CITY OF	LABORATORY ANALYSIS	WASTE WATER TREATMENT PLNT	109.80
	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT PLNT	329.40
	EVERETT, CITY OF		WASTE WATER TREATMENT PLNT	632.70
170302	EWING IRRIGATION	CANDOR HERB	PARK & RECREATION FAC	170.35
	EWING IRRIGATION	HERBICIDE	PARK & RECREATION FAC	1,266.05
	EWING IRRIGATION	SUPPLIES	PARK & RECREATION FAC	2,841.47
170303	GIESBRECHT, BRADFORD	INSTRUCTOR PAYMENT	RECREATION SERVICES	270.00
170304	GRAINGER	WELD ON HYDRAULIC CLAMP - CC15	EQUIPMENT RENTAL	79.10
	GRAINGER		EQUIPMENT RENTAL	121.21
	GRAINGER		EQUIPMENT RENTAL	670.62
170305	GUARDIAN RFID	SOFTWARE UPDATE	DETENTION & CORRECTION	5,890.00
170306	GUPTA, PREMCHAND	INTERPRETER SERVICE	COURTS	150.00
	GUPTA, PREMCHAND		COURTS	204.94
170307	HD FOWLER COMPANY	GALVANIZED PART	PARK & RECREATION FAC	6.35
	HD FOWLER COMPANY	ELBOW, COUPLINGS	WASTE WATER TREATMENT PLNT	135.30
	HD FOWLER COMPANY	PVC PIPE	WASTE WATER TREATMENT PLNT	280.61
170308	HENLEY, LAURA	INSTRUCTOR SERVICE PAYMENT 4	RECREATION SERVICES	1,918.80
170309	HERC RENTALS INC	ROLLER/TRAILER RENTAL	ROADWAY MAINTENANCE	2,321.09
170310	HOCHBERG, HENRY	REIMBURSEMENT - #24-0009	RISK MANAGEMENT	234.31
170311	HUMAN SERVICES	LIQUOR BOARD PROFIT/EXCISE TAX 1ST QTR	NON-DEPARTMENTAL	5,445.79
170312	HURRICANE BUTTERFLY	AMMO SUPPLIES	POLICE TRAINING-FIREARMS	309.20
170313	HUTCHISON LAW, LLC	CONFLICT COUNSEL - HUTCHISON	PUBLIC DEFENSE	450.00
170314	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	146.25
170315	IBS, INC.	SUPPLIES	EQUIPMENT RENTAL	112.22
	IBS, INC.		EQUIPMENT RENTAL	509.63
170316	INTERSTATE BATTERY	BATTERIES	ER&R	562.02
170317	J & B TOOLS, LLC	SUPPLIES	EQUIPMENT RENTAL	95.58
	J & B TOOLS, LLC		EQUIPMENT RENTAL	899.52
170318	JACOBSON, ELLIOT	TECHNOLOGY CONFERENCE/TRAINING	COMPUTER SERVICES	217.35
170319	KAISER, WILL		COMPUTER SERVICES	217.35
170320	KENDALL CHEVROLET	WINDSHIELD PARTS - P145	EQUIPMENT RENTAL	116.51
170321	LARSON/VARNELL	UTILITY REFUND	GARBAGE	388.25
170322	LASTING IMPRESSIONS	EMBROIDERED LOGO	RECREATION SERVICES	19.69
	LASTING IMPRESSIONS	UNIFORM	OFFICE OPERATIONS	128.33
	LASTING IMPRESSIONS		COMMUNITY SERVICES UNIT	171.80
170323	LES SCHWAB TIRE CTR	FLAT TIRE REPAIR - H009	EQUIPMENT RENTAL	53.61
	LES SCHWAB TIRE CTR	FRONT END ALIGNMENT - V035	EQUIPMENT RENTAL	80
	LES SCHWAB TIRE CTR	TIRES - 436	EQUIPMENT RENTAL	138.92
	LES SCHWAB TIRE CTR	TIRES - F007	ER&R	671.88

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	LES SCHWAB TIRE CTR	TIRES - 436	EQUIPMENT RENTAL	1,043.69
	LES SCHWAB TIRE CTR	TIRES - J047	EQUIPMENT RENTAL	1,614.80
	LES SCHWAB TIRE CTR	TIRES	ER&R	1,860.11
	LES SCHWAB TIRE CTR	TIRES, INNER TUBE	EQUIPMENT RENTAL	2,391.21
170324	LOOMIS	ARMORED CAR SERVICE	UTILITY BILLING	90.44
	LOOMIS		POLICE ADMINISTRATION	90.45
	LOOMIS		COMMUNITY DEVELOPMENT-GENL	90.45
	LOOMIS		MUNICIPAL COURTS	90.45
	LOOMIS		GOLF ADMINISTRATION	241.19
170325	LOWES HIW INC	SUPPLIES	FIRE ADMIN	23.85
170326	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	114.87
170327	MARYSVILLE FIRE	EMERGENCY AID SERVICE	FIRE-EMS	5,747.32
170328	MARYSVILLE, CITY OF	1019 CEDAR AVE	PARK & RECREATION FAC	211.06
170329	MCMASTER-CARR	SUPPLIES	WASTE WATER TREATMENT PLNT	599.69
170330	MILES SAND & GRAVEL	SIDEWALK REPAIR MATERIALS	SIDEWALK MAINTENANCE	1,695.70
170331	MIRIAM TECHNOLOGIES	WEBCHECK SERVICE - APRIL	UTILITY BILLING	1,247.16
170332	MODERN MACHINERY CO,	SERVICE CALL - H010	EQUIPMENT RENTAL	3,590.95
170333	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT PLNT	7.38
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	7.38
	MOUNTAIN MIST		SEWER MAIN COLLECTION	7.39
	MOUNTAIN MIST		WASTE WATER TREATMENT PLNT	14.86
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	14.86
	MOUNTAIN MIST		SEWER MAIN COLLECTION	14.86
	MOUNTAIN MIST		SEWER MAIN COLLECTION	16.95
	MOUNTAIN MIST		WASTE WATER TREATMENT PLNT	16.96
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	16.96
170334	NCSI	EMPLOYMENT BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	296.00
	NCSI		PERSONNEL ADMINISTRATION	296.00
170335	NECH, KIMBERLY & DAV	UTILITY REFUND	WATER/SEWER OPERATION	16.22
170336	NEFFNER, GEORGE M II	UTILITY REFUND	WATER/SEWER OPERATION	363.51
170337	NW DIRT RENTALS	TREE REMOVAL EQUIPMENT RENTAL	ROADSIDE VEGETATION	506.52
170338	OATES, DEREK	2024 PNW K9 CONFERENCE	POLICE PATROL	407.00
170339	OCCUPATIONAL HEALTH	CDL EXAM - MILLER	UTIL ADMIN	136.00
	OCCUPATIONAL HEALTH	CDL EXAM - BUELL/GANT	UTIL ADMIN	272.00
170340	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,144.80
170341	OLSON, CHRISTINE	PROTEM SERVICE	MUNICIPAL COURTS	185.00
	OLSON, CHRISTINE		MUNICIPAL COURTS	370.00
170342	O'REILLY AUTO PARTS	CREDIT FOR INV #2843-214320	EQUIPMENT RENTAL	-98.46
	O'REILLY AUTO PARTS	SEALS, THERMOSTAT, GASKET - V007	EQUIPMENT RENTAL	-7.11
	O'REILLY AUTO PARTS	BELT, WHEEL LUG KIT - J010	EQUIPMENT RENTAL	5.52
	O'REILLY AUTO PARTS	CRANKSHAFT SEAL - V016	EQUIPMENT RENTAL	6.52
	O'REILLY AUTO PARTS	SEALS AND GASKETS - V007	EQUIPMENT RENTAL	9.74
	O'REILLY AUTO PARTS	AIR FILTER - P188	EQUIPMENT RENTAL	10.84
	O'REILLY AUTO PARTS	SEALS, THERMOSTAT, GASKET - V007	EQUIPMENT RENTAL	14.54
	O'REILLY AUTO PARTS		EQUIPMENT RENTAL	18.00
	O'REILLY AUTO PARTS	FILTER, SPARK PLUG - F007	EQUIPMENT RENTAL	26.20
	O'REILLY AUTO PARTS	PARTS - S005	EQUIPMENT RENTAL	30.53
	O'REILLY AUTO PARTS	BELT, LUG KIT - J010	EQUIPMENT RENTAL	39.64
	O'REILLY AUTO PARTS	OIL FILTER, BELT - V021	EQUIPMENT RENTAL	39.83
	O'REILLY AUTO PARTS	TRANS-FILTER KIT - J010	EQUIPMENT RENTAL	49.18
	O'REILLY AUTO PARTS	BELT, PULLEY, GASKET - 237	EQUIPMENT RENTAL	66.82
	O'REILLY AUTO PARTS	IDLER PULLEY, BRACKET, BELT - S008	EQUIPMENT RENTAL	83.40
	O'REILLY AUTO PARTS	BELTS ASSEMBLY	EQUIPMENT RENTAL	86.31
	O'REILLY AUTO PARTS	PARTS - 967	EQUIPMENT RENTAL	101.02
	O'REILLY AUTO PARTS	BELT, PULLEY, COMPRESSOR - 967	EQUIPMENT RENTAL	330.45
	O'REILLY AUTO PARTS	PAD, ROTOR, BOLT KIT, FILTER - J051	EQUIPMENT RENTAL	345.91
	O'REILLY AUTO PARTS	PARTS - V018	EQUIPMENT RENTAL	356.27
	O'REILLY AUTO PARTS	BRAKE PAD/ROTOR - V028	EQUIPMENT RENTAL	371.94
	O'REILLY AUTO PARTS	PARTS - S005	EQUIPMENT RENTAL	385.25
	O'REILLY AUTO PARTS	PARTS - v018	EQUIPMENT RENTAL	654.31
170343	PACIFIC POWER GROUP	TROUBLESHOOTING VOLTAGE	SEWER LIFT STATION	2,392.96
170344	PACWEST MACHINERY	HOSE, CLAMP - H020	EQUIPMENT RENTAL	302.67
	PACWEST MACHINERY	SWEEPER CURTAIN SET - H012	EQUIPMENT RENTAL	545.19
	PACWEST MACHINERY	SUCTION TUBE - H012	EQUIPMENT RENTAL	719.62
	PACWEST MACHINERY	HOSE, CLAMP - H020	EQUIPMENT RENTAL	1,064.05
	PACWEST MACHINERY	WELDMENT - H012	EQUIPMENT RENTAL	5,821.68
170345	PEACE OF MIND	PLANNING COMMISSION MINUTE TAKER	COMMUNITY DEVELOPMENT-GENL	111.00
	PEACE OF MIND	MINUTE TAKER/PROOFING	CITY CLERK	185.00
170346	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	MAINTENANCE	39.23
	PGC INTERBAY LLC		PRO-SHOP	107.97
	PGC INTERBAY LLC		MAINTENANCE	122.53
	PGC INTERBAY LLC		MAINTENANCE	211.73
	PGC INTERBAY LLC		PRO-SHOP	221.26
	PGC INTERBAY LLC		PRO-SHOP	37
	PGC INTERBAY LLC		PRO-SHOP	139.53
	PGC INTERBAY LLC		PRO-SHOP	750.00

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	PGC INTERBAY LLC		MAINTENANCE	945.12
	PGC INTERBAY LLC		PRO-SHOP	1,000.00
	PGC INTERBAY LLC		MAINTENANCE	1,385.88
	PGC INTERBAY LLC		MAINTENANCE	2,084.89
	PGC INTERBAY LLC		MAINTENANCE	2,094.83
	PGC INTERBAY LLC		MAINTENANCE	2,178.93
	PGC INTERBAY LLC		MAINTENANCE	5,368.53
	PGC INTERBAY LLC		GOLF COURSE	9,564.66
170347	PLATT ELECTRIC	CORD CAPS	SEWER LIFT STATION	38.68
	PLATT ELECTRIC	SUPPLIES	CIVIC CENTER	409.15
170348	PLITMAN, VLADISLAV	INTERPRETER SERVICE	COURTS	154.12
170349	POLICE & SHERIFFS PR	UNIFORM ID CARDS	GENERAL FUND	-3.06
	POLICE & SHERIFFS PR		DETENTION & CORRECTION	35.66
170350	POSTAL SERVICE	POSTAGE ESTIMATE	COMPUTER SERVICES	191.59
	POSTAL SERVICE		POLICE ADMINISTRATION	191.59
	POSTAL SERVICE		PARK & RECREATION FAC	217.31
	POSTAL SERVICE		EXECUTIVE ADMIN	228.84
	POSTAL SERVICE		PERSONNEL ADMINISTRATION	233.54
	POSTAL SERVICE		LEGAL-GENL	277.82
	POSTAL SERVICE		COMMUNITY DEVELOPMENT-GENL	429.55
	POSTAL SERVICE		UTILITY BILLING	731.23
	POSTAL SERVICE		FINANCE-GENL	1,417.95
	POSTAL SERVICE		MUNICIPAL COURTS	1,960.39
	POSTAL SERVICE		UTIL ADMIN	2,120.19
170351	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	72.00
170352	PROMOTIONSNOW	NNO SUPPLIES	CRIME PREVENTION	875.20
170353	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,839.00
170354	PUD	ACCT #201931193	PARK & RECREATION FAC	29.01
	PUD	ACCT #202461026	MAINT OF GENL PLANT	33.50
	PUD	ACCT #205195373	PARK & RECREATION FAC	34.65
	PUD	ACCT #200501617	TRANSPORTATION MANAGEMENT	43.23
	PUD	ACCT #223919549	STREET LIGHTING	52.95
	PUD	ACCT #202794657	TRANSPORTATION MANAGEMENT	57.73
	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	61.47
	PUD	ACCT #202524690	PUMPING PLANT	63.35
	PUD	ACCT #203500020	STREET LIGHTING	65.93
	PUD	ACCT #203199732	TRANSPORTATION MANAGEMENT	66.14
	PUD	ACCT #223514563	TRANSPORTATION MANAGEMENT	67.23
	PUD	ACCT #202368544	TRANSPORTATION MANAGEMENT	69.64
	PUD	ACCT #202288585	TRANSPORTATION MANAGEMENT	70.04
	PUD	ACCT #202303301	SEWER LIFT STATION	73.58
	PUD	ACCT #201065281	PARK & RECREATION FAC	75.78
	PUD	ACCT #202368551	PARK & RECREATION FAC	76.82
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	78.07
	PUD	ACCT #223154923	STREET LIGHTING	78.78
	PUD	ACCT # 222772634	TRANSPORTATION MANAGEMENT	78.93
	PUD	ACCT #223735101	STREET LIGHTING	80.45
	PUD	ACCT # 224101675	ROADWAY MAINTENANCE	86.91
	PUD	DEERING WILDFLOWER ACRES	PARK & RECREATION FAC	98.16
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	117.76
	PUD	ACCT #202011813	PUMPING PLANT	130.40
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	134.48
	PUD	ACCT #202000329	PARK & RECREATION FAC	142.87
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	166.59
	PUD	ACCT #223764663	SEWER LIFT STATION	175.93
	PUD	ACCT #222025900	PUMPING PLANT	178.33
	PUD	ACCT #201247699	STREET LIGHTING	219.09
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	229.25
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	245.12
	PUD	1094 CEDAR AVE	FIRE ADMIN	280.42
	PUD	ACCT #201617479	CITY HALL	361.62
	PUD	ACCT #201021698	PARK & RECREATION FAC	379.87
	PUD	ACCT #201021607	PARK & RECREATION FAC	383.18
	PUD	ACCT #220824148	WASTE WATER TREATMENT PLNT	408.26
	PUD	ACCT #200021871	COURT FACILITIES	859.61
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,005.54
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION PLANT	3,226.08
170355	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	104.34
	PUGET SOUND ENERGY	ACCT #220026412746	CITY HALL	124.37
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	132.75
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	268.85
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	294.83
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	1,716.47
	PUGET SOUND ENERGY	ACCT #220026419946	PUBLIC SAFETY BLDG	82
170356	PULTE HOMES OF WA	UTILITY REFUND 8609 SOPER HILL RD F140	WATER/SEWER OPERATION	140.43
170357	PULTE HOMES OF WA	UTILITY REFUND 8609 SOPER HILL RD F141	WATER/SEWER OPERATION	134.43

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
170358	RAY, SCOTT	UTILITY REFUND	GARBAGE	263.68
170359	REECE TRUCKING	DUMPED DIRT, UTILITY SAND	WATER SERVICES	1,888.49
170360	SAFETY, HEALTH AND E	CONFINED SPACE CERTIFICATION	UTIL ADMIN	102.94
	SAFETY, HEALTH AND E		UTIL ADMIN	205.88
	SAFETY, HEALTH AND E		UTIL ADMIN	205.88
	SAFETY, HEALTH AND E		UTIL ADMIN	205.88
	SAFETY, HEALTH AND E		UTIL ADMIN	308.82
	SAFETY, HEALTH AND E		SOLID WASTE OPERATIONS	1,029.42
	SAFETY, HEALTH AND E		TRAINING	1,441.18
170361	SAFEWAY INC.	INMATE SUPPLIES	DETENTION & CORRECTION	25.97
170362	SAFEWAY INC.		DETENTION & CORRECTION	29.37
170363	SAVIBANK	RETAINAGE	CITY FACILITIES	803.77
170364	SCHNEIDER, P DIANE	INTERPRETER SERVICE	COURTS	146.08
170365	SECURITY SOLUTIONS	SPRINKLE SERVICE	CIVIC CENTER	722.04
170366	SERVICEMAC, LLC	PROCESSING FEE ACQUISITION	GMA - STREET	150.00
	SERVICEMAC, LLC		GMA - STREET	150.00
	SERVICEMAC, LLC	APPRAISAL FEE	GMA - STREET	675.00
170367	SHERWIN WILLIAMS	PAINT SUPPLIES	FIRE ADMIN	230.14
170368	SKAGIT HOSPITAL	INMATE MEDICAL CARE	DETENTION & CORRECTION	639.00
170369	SNO CO AUDITOR	RECORDING FEE - 88TH ST. PROJECT	GMA - STREET	306.50
170370	SNO CO CHAPTER OF	INSTRUCTOR PAYMENT	RECREATION SERVICES	764.02
170371	SNO CO TREASURER	CRIME VICTIM/WITNESS FUND	CRIME VICTIM	3,056.87
170372	SNO CO TREASURER	RANGE RENTAL	POLICE TRAINING-FIREARMS	4,100.00
170373	SONITROL	CREDIT MEMO INTRUSION MONITORING	CITY HALL	-229.81
	SONITROL	CREDIT FOR INTRUSION MONITORING	UTIL ADMIN	-143.00
	SONITROL	CELL UPGRADE, INTRUSION, BACK-UP	PARK & RECREATION FAC	53.61
	SONITROL	SECURITY MONITORING	PARK & RECREATION FAC	748.30
170374	SOUND PUBLISHING	PA24-012 NOTICE	COMMUNITY DEVELOPMENT-GENL	56.76
	SOUND PUBLISHING	PA24-004 NOTICE	COMMUNITY DEVELOPMENT-GENL	70.52
	SOUND PUBLISHING	PA23-031 SEPA NOTICE	COMMUNITY DEVELOPMENT-GENL	104.92
170375	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	733.95
170376	SOUND PUBLISHING	MSVL NOTICE OF PH	CITY CLERK	161.92
170377	SOUND SAFETY	UNIFORM - LUNDGREN	WASTE WATER TREATMENT PLNT	142.06
170378	SPILL TACKLE, LLC	CANVAS SPILL BAG KITS	STORM DRAINAGE	1,372.76
170379	SPRAGUE PEST Solutio	EXTERIOR RODENT SERVICE	SOLID WASTE OPERATIONS	76.58
	SPRAGUE PEST Solutio		MAINT OF GENL PLANT	76.58
170380	SPRINGBROOK NURSERY	HOG FUEL	PARK & RECREATION FAC	13.75
	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	24.00
	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	31.02
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	62.04
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	62.04
	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	144.04
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	144.04
	SPRINGBROOK NURSERY	TRUCK RENTAL - ROCK	ROADWAY MAINTENANCE	1,457.75
170381	STRATEGIES 360	PROFESSIONAL SERVICE	GENERAL SERVICES - OVERHEAD	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT PLNT	3,750.00
	STRATEGIES 360		UTIL ADMIN	5,000.00
170382	SUPERIOR RESTROOMS	RESTROOM SERVICE	WATER DIST MAINS	71.11
	SUPERIOR RESTROOMS		PARK & RECREATION FAC	260.08
170383	TACOMA SCREW PRODUCT	WASHERS/HITCH PINS	EQUIPMENT RENTAL	22.03
170384	TEKLEMARIAM, YOSEPH	INTERPRETER SERVICE	COURTS	160.82
170385	TRICO COMPANIES, LLC	RETAINAGE	CITY FACILITIES	-803.77
	TRICO COMPANIES, LLC		CAPITAL EXPENDITURES	17,586.58
170386	TRIVETT, MARK A	PROTEM SERVICE	MUNICIPAL COURTS	740.00
170387	TRUE NORTH EQUIPMENT	SLIDE TRACK BASE ASSEMBLY	EQUIPMENT RENTAL	4,778.86
170388	TYACKE, LELAND	UTILITY REFUND 5532 90TH PL NE	WATER/SEWER OPERATION	196.71
170389	TYLER TECHNOLOGIES	EXECUTIME IMPLEMENT HOURS	COMPUTER SERVICES	2,400.00
170390	UNITED RENTALS	CONTAINER RENTAL	PARK & RECREATION FAC	138.31
170391	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION FOR APRIL 24	UTILITY LOCATING	1,094.29
170392	VAN DAM'S ABBEY	LAMINATE/CARPET/RUBBER BASE	FIRE ADMIN	9,612.74
170393	VEOLIA WATER TECH	BALLAST ASSEMBLY, LAMP	WASTE WATER TREATMENT PLNT	4,666.96
170394	VESTIS GROUP INC.	CUSTODIAL SUPPLIES	CIVIC CENTER	21.00
	VESTIS GROUP INC.	UNIFORM CLEANING/SUPPLIES	EQUIPMENT RENTAL	38.59
	VESTIS GROUP INC.		EQUIPMENT RENTAL	59.81
	VESTIS GROUP INC.	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	137.60
170395	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	222.69
170396	VILLA, HOPE	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	195.00
170397	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE - APRIL 2024	INTERGOVERNMENTAL CUSTODIAL	261.00
	WA STATE TREASURER		GENERAL FUND	43,551.83
170398	WASTE MANAGEMENT	SPECIAL SOLID WASTE SERVICE	WASTE WATER TREATMENT PLNT	4,962.93
170399	WEISS, MARIE	UTILITY REFUND	WATER/SEWER OPERATION	137.41
170400	WELCOME MAGAZINE	HALF PAGE AD	OPERA HOUSE	960.00
170401	WESTERN GRAPHICS	EXTERIOR GRAPHICS PACKAGE - P214	EQUIPMENT RENTAL	1,174.13
170402	WHITE CAP CONSTRUCT	SURFACE GRIP ADDITIVE SPEC	PARK & RECREATION FAC	24
	WHITE CAP CONSTRUCT	PERCENT CURE, SEAL SPECHEM	PARK & RECREATION FAC	141 98
170403	WRAY, LOUISE	REFUND OF CURRENCY	NON-DEPARTMENTAL	1,192.00

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170404	WU, THOMAS	INTERPRETER SERVICE	COURTS	158.14
170405	ZENNER USA	HYDRANT METER	WATER CROSS CNTL	3,172.35
170406	ZIMBELMAN, ERVIN	UTILITY REFUND	GARBAGE	587.77
170407	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	34.85
	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	40.39
	ZIPLY FIBER		RECREATION SERVICES	40.39
	ZIPLY FIBER	ACCT #3606594037	CITY HALL	111.98
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	123.58
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION PLANT	125.78
	ZIPLY FIBER		SUNNYSIDE FILTRATION PLANT	136.26
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	164.09
ACH	PCARD ONE TIME PAY	CREDIT MEMO	COMPUTER SERVICES	-55.33
	PCARD ONE TIME PAY	AMAZON WEB SERVICES	COMPUTER SERVICES	1.22
	PCARD ONE TIME PAY	MOVIE-MONEYBALL/AMAZON	RECREATION SERVICES	4.26
	PCARD ONE TIME PAY	MOVIE-PLANES: FIRE & RESCUE/AMAZON	RECREATION SERVICES	4.37
	PCARD ONE TIME PAY	MOVIE-HOW TO MARRY A MILLIONAIRE/AMAZON	RECREATION SERVICES	4.69
	PCARD ONE TIME PAY	BOTTLED WATER	COMMUNITY DEVELOPMENT-GENL	5.46
	PCARD ONE TIME PAY	SOCIAL MEDIA ADVERTISING/FACEBOOK	OPERA HOUSE	6.14
	PCARD ONE TIME PAY	BOOK STORES	LEGAL - PROSECUTION	6.19
	PCARD ONE TIME PAY	OFFICE SUPPLIES	PLANNING & COMMUNITY DEV	10.45
	PCARD ONE TIME PAY	SUPPLIES	MUNICIPAL COURTS	10.82
	PCARD ONE TIME PAY	PINOCHLE PLAYING CARDS/ AMAZON	RECREATION SERVICES	10.90
	PCARD ONE TIME PAY	BOTTLED WATER	COMMUNITY DEVELOPMENT-GENL	10.92
	PCARD ONE TIME PAY	EXPO CONFERENCE SUPPLIES/ QFC	RECREATION SERVICES	10.99
	PCARD ONE TIME PAY	OFFICE SUPPLIES	FINANCE-GENL	11.59
	PCARD ONE TIME PAY	MUSIC UNLIMITED/AMAZON	RECREATION SERVICES	12.02
	PCARD ONE TIME PAY	SOCIAL MEDIA ADVERTISING/META	OPERA HOUSE	12.26
	PCARD ONE TIME PAY	COURIER SERVICES-AIR/GROUND	GMA - STREET	13.95
	PCARD ONE TIME PAY	OFFICE SUPPLIES	EXECUTIVE ADMIN	14.10
	PCARD ONE TIME PAY	CASTERS/E & E LUMBER	RECREATION SERVICES	14.21
	PCARD ONE TIME PAY	FIRST AID/CPR/AED INSTRUCTOR AUTHORIZATION RENEWAL	PERSONNEL ADMINISTRATION	15.00
	PCARD ONE TIME PAY	BATTERIES	COMMUNITY DEVELOPMENT-GENL	15.27
	PCARD ONE TIME PAY	CLICK2MAIL - POSTCARD MAILINGS NOA PA24-008	COMMUNITY DEVELOPMENT-GENL	15.65
	PCARD ONE TIME PAY	FOOD GRADE BROWN PAPER ROLL/ AMAZON	RECREATION SERVICES	16.38
	PCARD ONE TIME PAY	CASTER, FASTENERS/E & E LUMBER	RECREATION SERVICES	17.32
	PCARD ONE TIME PAY	SUPPLIES FOR EASTER EGG HUNT/WALMART	RECREATION SERVICES	18.58
	PCARD ONE TIME PAY	SEATTLE TIMES - DIGITAL SUBSCRIPTION	EXECUTIVE ADMIN	19.96
	PCARD ONE TIME PAY	COOKIES FOR NATURE PARK PLAYGROUND OPENING	RECREATION SERVICES	20.56
	PCARD ONE TIME PAY	DRY CLEANERS	MUNICIPAL COURTS	20.73
	PCARD ONE TIME PAY	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	20.76
	PCARD ONE TIME PAY	NAME PLATE AND HOLDER	FINANCE-GENL	20.97
	PCARD ONE TIME PAY	MATERIAL FOR LIBRARY DISPLAY/STAPLES	RECREATION SERVICES	21.08
	PCARD ONE TIME PAY	TISSUES/ COSTCO	RECREATION SERVICES	21.87
	PCARD ONE TIME PAY	BOOK STORES	CITY CLERK	22.81
	PCARD ONE TIME PAY	CLICK2MAIL - POSTCARD MAILINGS	COMMUNITY DEVELOPMENT-GENL	24.64
	PCARD ONE TIME PAY	EASC EVENT - SNOHOMISH COUNTY UPDATE	EXECUTIVE ADMIN	25.00
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS - BROCK	CITY CLERK	25.00
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS - TABER	CITY CLERK	25.00
	PCARD ONE TIME PAY	SENIOR LUNCHESES SUPPLIES/ ALBERTSONS	RECREATION SERVICES	26.76
	PCARD ONE TIME PAY	USB-C CABLE	COMPUTER SERVICES	27.34
	PCARD ONE TIME PAY	SURFACE PRO CASE	COMPUTER SERVICES	27.56
	PCARD ONE TIME PAY	NAME PLATE	FINANCE-GENL	27.80
	PCARD ONE TIME PAY	CLEAN SWEEP LUNCH/ COSTCO	PROTECTIVE INSPECTIONS	27.84
	PCARD ONE TIME PAY	SUPPLIES	MUNICIPAL COURTS	28.09
	PCARD ONE TIME PAY	SOCIAL MEDIA ADVERTISING/META	OPERA HOUSE	28.10
	PCARD ONE TIME PAY	SNACKS - CERT CLASS	EXECUTIVE ADMIN	29.44
	PCARD ONE TIME PAY	SNACKS FOR SAFETY BUILDING WEEK	COMMUNITY DEVELOPMENT-GENL	29.48
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-GENL	29.53
	PCARD ONE TIME PAY	POSTCARD MAILINGS	COMMUNITY DEVELOPMENT-GENL	29.54
	PCARD ONE TIME PAY	POSTCARD MAILINGS	COMMUNITY DEVELOPMENT-GENL	29.76
	PCARD ONE TIME PAY	BUSINESS BEFORE HOURS - MJAMES	CITY COUNCIL	30.00
	PCARD ONE TIME PAY	BUSINESS BEFORE HOURS - JNEHRING	EXECUTIVE ADMIN	30.00
	PCARD ONE TIME PAY	BUSINESS BEFORE HOURS - TBOYDELL	EXECUTIVE ADMIN	30.00
	PCARD ONE TIME PAY	BUSINESS SERVICES - OTHER	EXECUTIVE ADMIN	31.11
	PCARD ONE TIME PAY		LEGAL - PROSECUTION	31.11
	PCARD ONE TIME PAY		COMMUNITY DEVELOPMENT-GENL	31.11
	PCARD ONE TIME PAY		UTILITY BILLING	31.11
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	LEGAL - PROSECUTION	31.20
	PCARD ONE TIME PAY		LEGAL-GENL	31.20
	PCARD ONE TIME PAY		LEGAL-GENL	31.20
	PCARD ONE TIME PAY	TONER CARTRIDGES	COMMUNITY DEVELOPMENT-GENL	31.36
	PCARD ONE TIME PAY	BOOK STORES	UTILITY BILLING	31.72
	PCARD ONE TIME PAY		LEGAL - PROSECUTION	32.48
	PCARD ONE TIME PAY	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	96
	PCARD ONE TIME PAY	CLICK2MAIL - POSTCARD MAILINGS NOPH PA24-001	COMMUNITY DEVELOPMENT-GENL	142 66
	PCARD ONE TIME PAY	CLICK2MAIL - POSTCARD MAILINGS NOPH PA24-001 CORRE	COMMUNITY DEVELOPMENT-GENL	33.66

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	PCARD ONE TIME PAY	PACON RAINBOW COLORED KRAFT FINISH PAPER/ AMAZON	RECREATION SERVICES	34.11
	PCARD ONE TIME PAY	SUPPLIES FOR TEEN NIGHT/WALMART	RECREATION SERVICES	34.20
	PCARD ONE TIME PAY	BOOK STORES	LEGAL-GENL	35.86
	PCARD ONE TIME PAY	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	38.84
	PCARD ONE TIME PAY	SURFACE PRO 8 CASE	COMPUTER SERVICES	39.37
	PCARD ONE TIME PAY	PURCHASING/PROCUREMENT TRAINING	FINANCE-GENL	40.00
	PCARD ONE TIME PAY	STAKES/AMAZON	RECREATION SERVICES	41.26
	PCARD ONE TIME PAY	BUTTON MAKING SUPPLIES/AMAZON	RECREATION SERVICES	43.75
	PCARD ONE TIME PAY	COFFEE FOR EASTER EGG HUNT/STARBUCKS	RECREATION SERVICES	43.76
	PCARD ONE TIME PAY	BUSINESS SERVICES - OTHER	FINANCE-GENL	46.11
	PCARD ONE TIME PAY		PERSONNEL ADMINISTRATION	46.11
	PCARD ONE TIME PAY	SUPPLIES FOR SPECIAL EVENTS/ALBERTSONS	RECREATION SERVICES	48.94
	PCARD ONE TIME PAY	CLICK2MAIL - POSTCARD MAILINGS	COMMUNITY DEVELOPMENT-GENL	52.01
	PCARD ONE TIME PAY	SHOWER CURTAIN	RECREATION SERVICES	55.70
	PCARD ONE TIME PAY	BUSINESS SERVICES - OTHER	EXECUTIVE ADMIN	56.46
	PCARD ONE TIME PAY		LEGAL - PROSECUTION	56.46
	PCARD ONE TIME PAY		COMMUNITY DEVELOPMENT-GENL	56.46
	PCARD ONE TIME PAY		UTILITY BILLING	56.46
	PCARD ONE TIME PAY	TAKE OUT FOOD CONTAINERS/AMAZON	RECREATION SERVICES	56.86
	PCARD ONE TIME PAY	CHAMBER OF COMMERCE EVENT TICKETS - MIZELL, BARSTA	RECREATION SERVICES	60.00
	PCARD ONE TIME PAY	SNOCO CITIES DINNER - JNEHRING	EXECUTIVE ADMIN	60.54
	PCARD ONE TIME PAY	SNOCO CITIES DINNER - KNORTON	CITY COUNCIL	60.54
	PCARD ONE TIME PAY	SNOCO CITIES DINNER - KRICHARDS	CITY COUNCIL	60.54
	PCARD ONE TIME PAY	SNOCO CITIES DINNER - PCONDYLES	CITY COUNCIL	60.54
	PCARD ONE TIME PAY		CITY COUNCIL	60.54
	PCARD ONE TIME PAY	DOOR MATS / HOME DEPOT	RECREATION SERVICES	61.01
	PCARD ONE TIME PAY	OFFICE SUPPLIES	EXECUTIVE ADMIN	63.16
	PCARD ONE TIME PAY	CLICK2MAIL - POSTCARD MAILINGS NOA PA24-010	COMMUNITY DEVELOPMENT-GENL	64.19
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS - BROCK SPRING WAPRO CONF	CITY CLERK	65.00
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS - TABER SPRING WAPRO CONF	CITY CLERK	65.00
	PCARD ONE TIME PAY	CLEAN SWEEP COFFEE / STARBUCKS	PROTECTIVE INSPECTIONS	65.64
	PCARD ONE TIME PAY	BOOK STORES	CITY CLERK	66.20
	PCARD ONE TIME PAY	WATER AND PAPER SUPPLIES FOR EVENTS/ COSTCO	RECREATION SERVICES	67.77
	PCARD ONE TIME PAY	CLEAN SWEEP BREAKFAST - DONUTS/ HAGGEN	PROTECTIVE INSPECTIONS	71.22
	PCARD ONE TIME PAY	LAMINATING POUCHES/AMAZON	RECREATION SERVICES	72.10
	PCARD ONE TIME PAY	POSTAGE STAMPS	LEGAL-GENL	72.70
	PCARD ONE TIME PAY	FEE FOR MARYSVILLE BUSINESS SUMMIT FOR MIZELL	RECREATION SERVICES	75.00
	PCARD ONE TIME PAY	FOLDING MAT	RECREATION SERVICES	75.49
	PCARD ONE TIME PAY	BUSINESS SERVICES - OTHER	POLICE INVESTIGATION	76.11
	PCARD ONE TIME PAY		POLICE PATROL	76.11
	PCARD ONE TIME PAY		DETENTION & CORRECTION	76.11
	PCARD ONE TIME PAY		OFFICE OPERATIONS	76.11
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	76.12
	PCARD ONE TIME PAY	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	78.03
	PCARD ONE TIME PAY	LAPTOP BATTERY REPLACEMENT	IS REPLACEMENT ACCOUNTS	78.84
	PCARD ONE TIME PAY	SNACKS AND SUPPLIES FOR SENIOR LUNCHEES AND COFFEE	RECREATION SERVICES	80.24
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-GENL	82.70
	PCARD ONE TIME PAY	BALANCE BEAM FOAM/AMAZON	RECREATION SERVICES	82.76
	PCARD ONE TIME PAY	BUSINESS SERVICES - OTHER	FINANCE-GENL	86.41
	PCARD ONE TIME PAY		PERSONNEL ADMINISTRATION	86.45
	PCARD ONE TIME PAY	COPY PAPER	EXECUTIVE ADMIN	87.28
	PCARD ONE TIME PAY	HDMI CABLES	COMPUTER SERVICES	90.64
	PCARD ONE TIME PAY	STAKES AND STAPLE GUN/E & E LUMBER	RECREATION SERVICES	92.42
	PCARD ONE TIME PAY	CLICK2MAIL POSTCARD MAILINGS NOA PA24-004	COMMUNITY DEVELOPMENT-GENL	96.72
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-GENL	97.55
	PCARD ONE TIME PAY	CLEAN SWEEP LUNCH - PIZZA/ COSTCO	PROTECTIVE INSPECTIONS	97.97
	PCARD ONE TIME PAY	PPE (GLOVES) FOR PUBLIC WORKS	PERSONNEL ADMINISTRATION	98.35
	PCARD ONE TIME PAY	ZOOM	COMMUNITY DEVELOPMENT-GENL	98.46
	PCARD ONE TIME PAY	BUSINESS SERVICES - OTHER	MUNICIPAL COURTS	106.11
	PCARD ONE TIME PAY	FIBER CABLES	COMPUTER SERVICES	118.62
	PCARD ONE TIME PAY	POPCORN SUPPLIES AND YARD GAMES/AMAZON	RECREATION SERVICES	119.61
	PCARD ONE TIME PAY	CANVA SUBSCRIPTION/CANVA	RECREATION SERVICES	119.99
	PCARD ONE TIME PAY	SURFACE PRO DOCK	IS REPLACEMENT ACCOUNTS	120.21
	PCARD ONE TIME PAY	PELRA CONFERENCE FEES	PERSONNEL ADMINISTRATION	130.00
	PCARD ONE TIME PAY	PLAYGROUND GRAND OPENING SIGN/FEDEX	RECREATION SERVICES	131.27
	PCARD ONE TIME PAY	SOCIAL MEDIA ADVERTISING/FACEBOOK	OPERA HOUSE	132.72
	PCARD ONE TIME PAY	FITNESS TUMBLING MAT/AMAZON	RECREATION SERVICES	138.93
	PCARD ONE TIME PAY	BUSINESS SERVICES - OTHER	POLICE ADMINISTRATION	146.46
	PCARD ONE TIME PAY		POLICE INVESTIGATION	146.46
	PCARD ONE TIME PAY		POLICE PATROL	146.46
	PCARD ONE TIME PAY		DETENTION & CORRECTION	146.46
	PCARD ONE TIME PAY		OFFICE OPERATIONS	146.46
	PCARD ONE TIME PAY	CANVA ANNUAL MEMBERSHIP	PERSONNEL ADMINISTRATION	149.90
	PCARD ONE TIME PAY	FIBER CABLES	COMPUTER SERVICES	149.96
	PCARD ONE TIME PAY	KVM SWITCH	COMPUTER SERVICES	149.96
	PCARD ONE TIME PAY	SNACKS AND SUPPLIES FOR SENIOR LUNCHEES AND COFFEE	RECREATION SERVICES	168.77

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FOR INVOICES FROM 5/22/24 TO 5/22/24**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	PCARD ONE TIME PAY	FIBER CABLES	COMPUTER SERVICES	171.40
	PCARD ONE TIME PAY	ECONOMIC DEVELOPMENT COMMITTEE MEETING	PLANNING & COMMUNITY DEV	173.79
	PCARD ONE TIME PAY	SOCIAL MEDIA ADVERTISING/FACEBOOK	OPERA HOUSE	175.00
	PCARD ONE TIME PAY	LEGAL SERVICES AND ATTORNEYS	GMA - STREET	190.00
	PCARD ONE TIME PAY	ICC BUILDING SAFETY MONTH ITEMS	COMMUNITY DEVELOPMENT-GENL	199.66
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	COMMUNITY DEVELOPMENT-GENL	200.00
	PCARD ONE TIME PAY	PRIZES FOR EASTER EGG HUNT/WALMART	RECREATION SERVICES	201.98
	PCARD ONE TIME PAY	WAPA TRAINING	LEGAL - PROSECUTION	206.00
	PCARD ONE TIME PAY	BUSINESS SERVICES - OTHER	MUNICIPAL COURTS	206.46
	PCARD ONE TIME PAY	MINI CUPCAKES FOR BUSINESS SUMMIT	PLANNING & COMMUNITY DEV	207.42
	PCARD ONE TIME PAY	KEURIG REPLACEMENT - 4TH FLOOR	EXECUTIVE ADMIN	217.71
	PCARD ONE TIME PAY	ASSP ANNUAL DUES - MEMBERSHIP RENEWAL	PERSONNEL ADMINISTRATION	225.00
	PCARD ONE TIME PAY	PUSH CART DOLLY/AMAZON	RECREATION SERVICES	225.35
	PCARD ONE TIME PAY	EVENT SUPPLIES/HOME DEPOT	RECREATION SERVICES	232.00
	PCARD ONE TIME PAY	ACCESS CONTROL PINPAD	COMPUTER SERVICES	242.87
	PCARD ONE TIME PAY	CONCESSIONS/COSTCO	OPERA HOUSE	247.07
	PCARD ONE TIME PAY	FINANCE JOB POSTING	PERSONNEL ADMINISTRATION	250.00
	PCARD ONE TIME PAY	SUPPLIES - BUSINESS SUMMIT & RIBBON	PLANNING & COMMUNITY DEV	253.18
	PCARD ONE TIME PAY	DUO MOBILE	COMPUTER SERVICES	275.00
	PCARD ONE TIME PAY	FIBER CABLES	COMPUTER SERVICES	292.18
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	LEGAL-GENL	300.00
	PCARD ONE TIME PAY	MARRIOTT - ALEE	EXECUTIVE ADMIN	302.90
	PCARD ONE TIME PAY	GOVERNMENT SERVICES-OTHER	GMA - STREET	307.50
	PCARD ONE TIME PAY	HP PRINTER FOR SUZANNE ELSNER	OFFICE OPERATIONS	328.19
	PCARD ONE TIME PAY	AWC LABOR INSTITUTE - J FERRER-SANTA INES	FINANCE-GENL	345.00
	PCARD ONE TIME PAY	AWC JOB POSTING PACKAGE - 10 POSTINGS	PERSONNEL ADMINISTRATION	350.00
	PCARD ONE TIME PAY	WHOLESALE OFFICE SUP	MUNICIPAL COURTS	363.11
	PCARD ONE TIME PAY	OTHER HOTELS	LEGAL - PROSECUTION	445.60
	PCARD ONE TIME PAY	EVENT SUPPLIES/HOME DEPOT	OPERA HOUSE	516.56
	PCARD ONE TIME PAY	BUSINESS SERVICES - PUBLISHING LEGAL NOTICE	GMA - STREET	571.20
	PCARD ONE TIME PAY	GFOA CITY MEMBERSHIP RENEWAL	FINANCE-GENL	595.00
	PCARD ONE TIME PAY	FIBER CABLES	COMPUTER SERVICES	669.98
	PCARD ONE TIME PAY	ASSET LICENSES	COMPUTER SERVICES	714.00
	PCARD ONE TIME PAY	PORTABLE RESTROOM SERVICE	RECREATION SERVICES	750.00
	PCARD ONE TIME PAY	TENT FOR TRAILS TO ALES/CORT PARTY RENTAL	COMMUNITY EVENTS	799.18
	PCARD ONE TIME PAY	CERT SUPPLIES	EXECUTIVE ADMIN	836.91
	PCARD ONE TIME PAY	CONSTRUCTION EXAM CTR - STULTZ TRAINING	COMMUNITY DEVELOPMENT-GENL	850.00
	PCARD ONE TIME PAY	CONSTRUCTION EXAM CTR - FIELD TRAINING	COMMUNITY DEVELOPMENT-GENL	850.00
	PCARD ONE TIME PAY	APA MEMBERSHIP/WA CHAPTER/PASSPORT	COMMUNITY DEVELOPMENT-GENL	902.13
	PCARD ONE TIME PAY	OFFICE TOOLS & ACCESSORIES	COMPUTER SERVICES	907.23
	PCARD ONE TIME PAY	GOVERNMENT SERVICES-OTHER	GMA - STREET	919.50
	PCARD ONE TIME PAY	MACBOOK AIR	IS REPLACEMENT ACCOUNTS	1,148.69
	PCARD ONE TIME PAY	GOVERNMENT SERVICES-RECORDING	NON-DEPARTMENTAL	1,219.00
	PCARD ONE TIME PAY	FORENSICS PC	IS REPLACEMENT ACCOUNTS	10,053.75

WARRANT TOTAL: \$ 1,273,805.51

MARTHA CETINA	VOID	INITIATOR ERROR	169554	\$ 45.00
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WARRANT TOTAL: \$ 1,273,760.51

REASON FOR VOIDS:

INITIATOR ERROR
CHECK LOST/DAMAGED
UNCLAIMED PROPERTY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: May 24, 2024 Payroll in the Amount of \$1,954,439.73 Paid by EFT Transactions and Check Numbers 35277 through 35297

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: May 29, 2024 Claims in the Amount of \$2,897,772.76 Paid by EFT Transactions and Check Numbers 170408 through 170528 with Check Numbers 150511, 155386, 157328, 158823, 162183, 167654, 169984, 170030 and 170366 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[052924.rtf](#)

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 5/29/2024 TO 5/29/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
170408	JPMORGAN CHASE BANK	LTGO20B-COURTHOUSE REFUNDING	INTEREST & OTHER	36,050.00
170409	US BANK	MARLTGOREF13-156TH	INTEREST & OTHER	80,825.00
170410	US BANK	MARLID7114	INTEREST & OTHER DEBT	63,287.50
	US BANK		REDEMPTION LONG TERM	280,000.00
170411	US BANK	MARLTGOREF16	INTEREST & OTHER	21,250.00
170412	US BANK	MARLTGO20A - CIVIC CAMPUS	INTEREST & OTHER	157,750.00
170413	US BANK	MARLTGO18B - CIVIC CAMPUS	INTEREST & OTHER	739,750.00
170414	US BANK	MARLTGO18 - STREETS	INTEREST & OTHER	197,884.38
170415	911 SUPPLY INC.	UNIFORM - GOTHARD	COMMUNITY SERVICES UNIT	583.34
170416	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	75.00
	A & A LANGUAGE SERV		COURTS	75.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	200.00
170417	ACOSTA, JESSE	INTERPRETER SERVICE	COURTS	133.61
170418	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	282.38
	ALEXANDER PRINTING	ENVELOPES	INTEREST & OTHER DEBT	381.51
170419	AM TEST INC	CHEMICALS	WASTE WATER TREATMENT	1,255.00
170420	ARLINGTON HARDWARE	MISC. SUPPLIES	WATER DIST MAINS	467.67
170421	ASHBY, SCOTT	REFEREE TRAINING	RECREATION SERVICES	120.00
170422	AXON ENTERPRISE INC	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	299.00
170423	BARNES WOOD INC	CABINETRY	FACILITY REPLACEMENT	11,547.17
170424	BELLINGHAM ALIVE MAG	ADVERTISING	OPERA HOUSE	1,576.00
170425	BERGER PARTNERSHIP	PROFESSIONAL SERVICES	GMA-PARKS	7,260.00
	BERGER PARTNERSHIP		GMA-PARKS	11,614.93
	BERGER PARTNERSHIP		GMA-PARKS	16,696.10
170426	BERNER, ELIAS	INTERPRETER SERVICE	COURTS	130.00
170427	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,376.85
	BILLING DOCUMENT SPE	BILL PRINTING	UTILITY BILLING	2,573.32
170428	BOTESCH, NASH & HALL	PD EVIDENCE ROOM	CAPITAL EXPENDITURES	16,066.00
	BOTESCH, NASH & HALL	ARCHITECTURAL SCHEMATIC	PW ADMIN CAP PROJECT	16,326.19
170429	BRIM TRACTOR	CREDIT TO ORIGINAL INV # IM32690	ER&R	-292.40
	BRIM TRACTOR	CARTRIDGE AND LUBE FILTER	ER&R	292.40
	BRIM TRACTOR		ER&R	294.01
170430	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	408.00
170431	BROWN, NANCY	UB REFUND	WATER/SEWER OPERATION	200.25
170432	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
170433	CAROSA, ERIN & RICHA	UB REFUND	WATER/SEWER OPERATION	202.34
170434	CARVER, VICKI	INSTRUCTOR PAYMENT	RECREATION SERVICES	243.00
	CARVER, VICKI		RECREATION SERVICES	270.00
170435	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	17,697.64
	CASCADE COLUMBIA		WASTE WATER TREATMENT	18,524.70
170436	CASCADE NATURAL GAS	NATURAL GAS	WATER FILTRATION PLANT	940.53
170437	CHAMPION BOLT	DOMESTIC HEAVY HEX BOLT	WATER DIST MAINS	102.52
170438	CHUUKESSE NATIVE LANG	INTERPRETER SERVICE	COURTS	160.00
170439	CITIES DIGITAL, INC.	GDI CONSULTING HOURS	COMPUTER SERVICES	9,250.00
170440	COASTAL FARM & HOME	PVC BOOT ECONOMY	UTIL ADMIN	37.61
170441	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	477.70
170442	COOP SUPPLY	BYPASS LOPPER	HYDRANTS	33.90
	COOP SUPPLY	NOZZLE SPRAY, PAIL, PAIL LID	HYDRANTS	44.02
170443	COPIERS NORTHWEST	EQUIPMENT/CLICK COST	OFFICE OPERATIONS	25.40
	COPIERS NORTHWEST		POLICE PATROL	44.15
	COPIERS NORTHWEST		DETENTION & CORRECTION	44.15
	COPIERS NORTHWEST		MUNICIPAL COURTS	47.24
	COPIERS NORTHWEST		WASTE WATER TREATMENT	81.23
	COPIERS NORTHWEST		PROBATION	8

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 5/29/2024 TO 5/29/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	COPIERS NORTHWEST		PROPERTY TASK FORCE	87.84
	COPIERS NORTHWEST		FINANCE-GENL	105.63
	COPIERS NORTHWEST		WASTE WATER TREATMENT	108.61
	COPIERS NORTHWEST		GENERAL	109.63
	COPIERS NORTHWEST		UTIL ADMIN	109.63
	COPIERS NORTHWEST		LEGAL-GENL	131.55
	COPIERS NORTHWEST		LEGAL - PROSECUTION	131.55
	COPIERS NORTHWEST		ENGR-GENL	162.34
	COPIERS NORTHWEST		COMPUTER SERVICES	162.34
	COPIERS NORTHWEST		FINANCE-GENL	162.34
	COPIERS NORTHWEST		COMMUNITY	172.24
	COPIERS NORTHWEST		UTILITY BILLING	172.24
	COPIERS NORTHWEST		DETENTION & CORRECTION	200.98
	COPIERS NORTHWEST		RECREATION SERVICES	229.60
	COPIERS NORTHWEST		POLICE PATROL	242.19
	COPIERS NORTHWEST		UTIL ADMIN	246.17
	COPIERS NORTHWEST		POLICE INVESTIGATION	262.17
	COPIERS NORTHWEST		POLICE INVESTIGATION	266.02
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	274.68
	COPIERS NORTHWEST		MUNICIPAL COURTS	281.85
	COPIERS NORTHWEST		EXECUTIVE ADMIN	291.18
	COPIERS NORTHWEST		UTIL ADMIN	319.31
	COPIERS NORTHWEST		COMMUNITY SERVICES UNIT	329.52
	COPIERS NORTHWEST		RECREATION SERVICES	344.49
	COPIERS NORTHWEST		OFFICE OPERATIONS	682.81
	COPIERS NORTHWEST		DETENTION & CORRECTION	946.56
170444	CORE & MAIN LP	BLACK NEOPRENE GASKETS	WATER DIST MAINS	201.30
	CORE & MAIN LP	METER BOXES	WATER SERVICE INSTALL	5,611.72
170445	CREATIVE ELECTRIC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	112.00
170446	CREATIVE PRODUCT SOU	NNO GIVEAWAYS	GENERAL FUND	-58.92
	CREATIVE PRODUCT SOU		GENERAL FUND	-30.71
	CREATIVE PRODUCT SOU		CRIME PREVENTION	357.37
	CREATIVE PRODUCT SOU		CRIME PREVENTION	685.68
170447	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	7.53
	CTS LANGUAGE LINK		COURTS	269.21
170448	DAWSON CONSTRUCTION	HYDRANT METER RENTAL, FEES	WATER-UTILITIES/ENVIRONMN	-160.50
	DAWSON CONSTRUCTION		WATER/SEWER OPERATION	1,150.00
170449	DICKS TOWING	TOWING 24-24541	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-24700	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-23640	POLICE PATROL	155.08
	DICKS TOWING	RV DISPOSAL	POLICE PATROL	452.02
170450	DIFFERENTIAL NETWORK	CAMERA SYSTEM CONFIGURATION	COMPUTER SERVICES	694.69
170451	DIJULIO DISPLAYS INC	SNOWFLAKES FOR STATE AVE	COMMUNITY EVENTS	9,383.54
170452	DRIVE PAYMENTS, LLC	PAYMENT PROCESSING	UTILITY BILLING	1,035.75
170453	E&E LUMBER	HOSE, WASHER CAP KIT	HYDRANTS	5.35
	E&E LUMBER	CONCRETE MIX	SIDEWALK MAINTENANCE	9.63
	E&E LUMBER	FASTENERS, U-BOLT	PARK & RECREATION FAC	10.50
	E&E LUMBER	METAL AND CONCRETE EPO	PARK & RECREATION FAC	12.84
	E&E LUMBER	CONCRETE MIX	SIDEWALK MAINTENANCE	14.44
	E&E LUMBER	SUPPLIES	COMMUNITY SERVICES UNIT	18.20
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	24.45
	E&E LUMBER	FOLDING SAW, PRUNERS	ENGR-GENL	50.85
	E&E LUMBER	ENAMEL PAINT	HYDRANTS	353.58
	E&E LUMBER	SUPPLIES	ROADSIDE VEGETATION	647.28

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 5/29/2024 TO 5/29/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
170454	EAST JORDAN IRON WOR	INFRA-RISER, LOCTITE	ROADWAY MAINTENANCE	301.81
170455	EVERETT, CITY TREAS	WATER FILTRATION SERVICE	SOURCE OF SUPPLY	226,879.23
170456	FEDEX	MAILING FEE	DEVELOPMENT SERVICES	7.71
170457	FERGUSON ENTERPRISES	MAGNETIC VALVES	WATER DIST MAINS	1,935.45
170458	FINNERY CONSTRUCTION	RETENTION RELEASE	WATER/SEWER OPERATION	1,085.00
170459	FRAZIER, RALPH & CHA	UB REFUND	GARBAGE	133.01
170460	FRIGARD, LACEY	REFUND BUILDING PERMIT FEE	NON-BUS LICENSES AND	1.00
170461	GOOLSBY, MATTHEW	FERRY TRAVEL	POLICE INVESTIGATION	54.35
170462	GOVCONNECTION INC	WIRELESS ACCESS POINT MOUNTS	COMPUTER SERVICES	113.56
	GOVCONNECTION INC	SCAN SNAP	UTIL ADMIN	491.83
	GOVCONNECTION INC	IPADS	STORM DRAINAGE	1,641.50
170463	GRAINGER	CREDIT MEMO ORIGINAL INV 9102398956	WATER FILTRATION PLANT	-15.38
	GRAINGER	ANTISEPTIC SPRAY	ER&R	17.68
	GRAINGER	AIR VALVE & REDUCING BUSHING BRASS	WATER FILTRATION PLANT	28.64
	GRAINGER	HANDHELD SPRAYER	SOURCE OF SUPPLY	507.57
	GRAINGER	MISC SUPPLIES	SOURCE OF SUPPLY	520.37
	GRAINGER	ELECTROLYTE MIX	MAINT OF GENL PLANT	544.68
	GRAINGER	SUPPLIES	ER&R	726.00
170464	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	149.11
	GRANITE CONST		ROADWAY MAINTENANCE	219.27
170465	GROSS, JOAN	UB REFUND	WATER/SEWER OPERATION	433.89
170466	HANSHAW, CHEYENNE	UB REFUND	WATER/SEWER OPERATION	34.11
170467	HD FOWLER COMPANY	PVC, COUPLING	PARK & RECREATION FAC	42.31
	HD FOWLER COMPANY	BRASS GATE VALVE	SUNNYSIDE FILTRATION	418.64
	HD FOWLER COMPANY	PVC, VALVE	PARK & RECREATION FAC	504.01
	HD FOWLER COMPANY	METER SETTERS	WATER/SEWER OPERATION	2,882.91
170468	HOME DEPOT PRO	HANDLES	ER&R	38.99
	HOME DEPOT PRO	SHOVELS	ER&R	65.64
	HOME DEPOT PRO	SUPPLIES	ER&R	1,231.90
170469	HUFF, NICKLAS	REFUND - CPR	PARKS-RECREATION	45.00
170470	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE		COURTS	146.25
170471	INGRAHAM, GERRIE P	INSTRUCTOR PAYMENT	RECREATION SERVICES	72.00
170472	INTERMOUNTAIN LOCK	SANITATION PADLOCKS	SOLID WASTE OPERATIONS	216.22
170473	KAOMONGKHON, ANOUXAY	USPS SHIPPING	COMPUTER SERVICES	34.30
170474	KBHPNW LLC	UB REFUND	WATER/SEWER OPERATION	445.12
170475	KBHPNW LLC	UB REFUND	WATER/SEWER OPERATION	438.12
170476	KUHLMANN, KATHY	REFUND - CPR	PARKS-RECREATION	45.00
170477	LGI HOMES WASHINGTON	UB REFUND	WATER/SEWER OPERATION	25.00
170478	LGI HOMES WASHINGTON	UB REFUND	WATER/SEWER OPERATION	25.00
170479	LITHO CRAFT INC	SUMMER POSTCARDS - 2024	RECREATION SERVICES	4,909.87
170480	MAJMUNDAR, VAIDAH &	UB REFUND	WATER/SEWER OPERATION	735.01
170481	MARQUEZ, JOSE VILLAT	UB REFUND	WATER/SEWER OPERATION	41.44
170482	MCCARTHY & HOLTHUS	PARTIAL RECOVEYANCE FEE	GMA - STREET	600.00
170483	MENDOZA, TERESA TINA	INSTRUCTOR PAYMENT	RECREATION SERVICES	108.00
170484	MIZELL, TARA	REIMBURSEMENT	RECREATION SERVICES	14.48
	MIZELL, TARA		RECREATION SERVICES	15.31
	MIZELL, TARA		COMMUNITY EVENTS	39.35
	MIZELL, TARA		RECREATION SERVICES	74.77
	MIZELL, TARA		RECREATION SERVICES	112.76
	MIZELL, TARA		RECREATION SERVICES	114.97
170485	NAPA AUTO PARTS	299 - DRIVE BELT	SMALL ENGINE SHOP	1 149

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 5/29/2024 TO 5/29/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	NAPA AUTO PARTS	W022- OIL FILTER, MOTOR OIL	EQUIPMENT RENTAL	22.89
	NAPA AUTO PARTS	M005 - FUEL AND OIL FILTER	EQUIPMENT RENTAL	27.21
	NAPA AUTO PARTS	J036 - TRANSMISSION FILTER KIT	EQUIPMENT RENTAL	65.65
	NAPA AUTO PARTS	299 - DRIVE BELT	SMALL ENGINE SHOP	90.06
170486	NEW RESTORATION	2023B STORMWATER MAINTENANCE	STORM DRAINAGE	5,980.33
170487	NW EMERGENCY PHYSICIAN	INMATE EMERGENCY CARE	DETENTION & CORRECTION	594.00
170488	OLD REPUBLIC TITLE	ENDORSEMENT FEE	GMA - STREET	142.67
170489	OREILLY AUTO PARTS	JUMP STARTER	WASTE WATER TREATMENT	273.49
170490	PACIFIC PLUMBING	FLOW REGULATOR ASSEMBLIES	WATER SERVICE INSTALL	151.32
170491	PACIFIC POWER BATTER	BATTERIES	POLICE PATROL	9.85
170492	PEASLEE, ARTHUR	LICENSE RENEWAL	UTIL ADMIN	145.80
170493	PETROCARD SYSTEMS	FUEL CONSUMED	UTIL ADMIN	55.84
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	86.80
	PETROCARD SYSTEMS		ENGR-GENL	106.20
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	186.74
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	348.96
	PETROCARD SYSTEMS		COMMUNITY	478.73
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	791.20
	PETROCARD SYSTEMS		GENERAL	2,584.27
	PETROCARD SYSTEMS		PARK & RECREATION FAC	3,667.40
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	7,264.41
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	7,319.81
	PETROCARD SYSTEMS		POLICE PATROL	12,644.97
170494	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	13,223.24
	PGC INTERBAY LLC		MAINTENANCE	17,648.09
170495	PHAM, JOSEPH	INTERPRETER SERVICE	COURTS	130.00
170496	PLATT ELECTRIC	DRIVER FOR LIGHT	WASTE WATER TREATMENT	97.75
170497	PLITMAN, VLADISLAV	INTERPRETER SERVICE	COURTS	158.14
170498	PROFORCE LAW ENFORC	AMMO	POLICE TRAINING-FIREARMS	919.40
170499	PROVIDENCE EVERETT M	INMATE EMERGENCY CARE	DETENTION & CORRECTION	4,180.02
170500	PUD	UPGRADE & RELOCATION	CAPITAL EXPENDITURES	1,523.20
	PUD		CAPITAL EXPENDITURES	13,237.55
170501	PUD	ACCT #223806431	SEWER LIFT STATION	9.44
	PUD	ACCT #205136245	SEWER LIFT STATION	19.09
	PUD	ACCT #202461034	UTIL ADMIN	35.20
	PUD	ACCT #202012589	PARK & RECREATION FAC	38.11
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	38.85
	PUD	ACCT #201672136	SEWER LIFT STATION	44.61
	PUD	ACCT #202476438	SEWER LIFT STATION	45.80
	PUD	ACCT #201668043	PARK & RECREATION FAC	53.90
	PUD	ACCT #220792733	STREET LIGHTING	59.29
	PUD	ACCT #202557450	STREET LIGHTING	64.00
	PUD	ACCT #200571842	TRANSPORTATION	64.55
	PUD	ACCT #203005160	STREET LIGHTING	64.65
	PUD	ACCT #203430897	STREET LIGHTING	67.80
	PUD	ACCT #200827277	TRANSPORTATION	69.59
	PUD	ACCT #202694337	TRANSPORTATION	71.38
	PUD	ACCT #202143111	TRANSPORTATION	76.78
	PUD	ACCT #203231006	TRANSPORTATION	89.61
	PUD	ACCT #220761803	OPERA HOUSE	90.28
	PUD	ACCT #200625382	SEWER LIFT STATION	108.64
	PUD	ACCT #200084036	TRANSPORTATION	120.21
	PUD	ACCT #202463543	SEWER LIFT STATION	124.14
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	125.42

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 5/29/2024 TO 5/29/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
170501	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	126.92
	PUD	ACCT #203223458	PARK & RECREATION FAC	144.41
	PUD	ACCT #200070449	TRANSPORTATION	148.85
	PUD	ACCT #220761175	OPERA HOUSE	219.19
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	352.97
	PUD	ACCT #200223857	PARK & RECREATION FAC	391.55
	PUD	ACCT #202499489	PARK & RECREATION FAC	441.52
	PUD	ACCT #200586485	SEWER LIFT STATION	1,173.07
	PUD	ACCT #201147253	PUMPING PLANT	2,210.65
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	8,202.45
170502	RAIMI & ASSOCIATES	GRAPHIC DESIGN	COMMUNITY	2,716.63
170503	REMLE, TREVOR	REIMBURSEMENT	GENERAL	20.00
170504	RIGHT SYSTEMS, INC.	HP ARUBA MAINTENANCE RENEWAL	IS REPLACEMENT ACCOUNTS	8,109.28
170505	SCHLEIFF, GERALD	UB REFUND	WATER/SEWER OPERATION	5.62
170506	SEATTLE OPERA	PERFORMANCE AT OPERA HOUSE	OPERA HOUSE	650.00
170507	SERVICEMAC, LLC	PROCESSING FEE ACQUISITION	GMA - STREET	150.00
	SERVICEMAC, LLC	APPRAISAL FEE	GMA - STREET	675.00
170508	SERVICEMAC, LLC	PROCESSING FEE 8811 - 55TH AVE NE	GMA - STREET	150.00
170509	SHERMAN, DONNA & DAV	UB REFUND	WATER/SEWER OPERATION	50.88
170510	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	ROADSIDE VEGETATION	143.00
	SNO CO PUBLIC WORKS		STORM DRAINAGE	43,462.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	238,504.00
170511	SONITROL	ALARMING EVIDENCE	POLICE PATROL	80.00
	SONITROL		POLICE PATROL	442.52
	SONITROL		POLICE PATROL	10,618.36
170512	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	2,217.04
170513	TAYLOR MORRISON NW	HYDRANT METER RENTAL, FEES	WATER-UTILITIES/ENVIRONMN	-157.00
	TAYLOR MORRISON NW		WATER/SEWER OPERATION	1,150.00
170514	TEAM NELSON, INC.		WATER-UTILITIES/ENVIRONMN	-74.50
	TEAM NELSON, INC.		WATER/SEWER OPERATION	1,150.00
170515	TOCCO, LEAH	REFUND - CPR	PARKS-RECREATION	45.00
170516	USA BLUEBOOK	AMMONIA TEST	SEWER PRETREATMENT	374.15
	USA BLUEBOOK	PVC STRAINER, CYLINDER	WASTE WATER TREATMENT	1,627.87
170517	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	222.69
170518	WASTE MANAGEMENT	RECYCLE SERVICE	RECYCLING OPERATION	505,040.87
170519	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	167.74
170520	WEISER, LISA D	INSTRUCTOR PAYMENT	RECREATION SERVICES	411.60
170521	WET RABBIT EXPRESS	CAR WASHES	EQUIPMENT RENTAL	108.00
170522	WINNINGHAM, TAYLOR	INSTRUCTOR PAYMENT	RECREATION SERVICES	530.40
170523	WOOD, KAIPO	REIMBURSEMENT	GENERAL	16.95
170524	ZHANJE, SIMBISAI	REFUND - CPR	PARKS-RECREATION	45.00
170525	ZIONS BANK	CUSTODIAN/SAFEKEEPING FEE	FINANCE-GENL	550.00
	ZIONS BANK		UTIL ADMIN	550.00
170526	ZIPLY FIBER	ACCT #3606583635	COMPUTER SERVICES	89.98
	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	146.04
170527	ZIPLY FIBER	3606580637	COMPUTER SERVICES	239.73
170528	ZIPLY FIBER	LOCAL AND LD LINES	YOUTH SERVICES	2.66
	ZIPLY FIBER		CRIME PREVENTION	2.66
	ZIPLY FIBER		PROPERTY TASK FORCE	2.66
	ZIPLY FIBER		STORM DRAINAGE	2.66
	ZIPLY FIBER		PURCHASING/CENTRAL	2.66
	ZIPLY FIBER		SOLID WASTE CUSTOMER	5.32
	ZIPLY FIBER		FACILITY MAINTENANCE	5.32
	ZIPLY FIBER		PARK & RECREATION FAC	7.97
	ZIPLY FIBER		CITY CLERK	151

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 5/29/2024 TO 5/29/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	ZIPLY FIBER		LEGAL-GENL	7.97
	ZIPLY FIBER		GENERAL	7.97
	ZIPLY FIBER		WATER QUAL TREATMENT	7.97
	ZIPLY FIBER		GIS SERVICES IS	7.97
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	10.63
	ZIPLY FIBER		LEGAL - PROSECUTION	15.95
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	15.95
	ZIPLY FIBER		EQUIPMENT RENTAL	15.95
	ZIPLY FIBER		UTILITY BILLING	18.61
	ZIPLY FIBER		POLICE INVESTIGATION	23.92
	ZIPLY FIBER		RECREATION SERVICES	23.92
	ZIPLY FIBER		FINANCE-GENL	26.58
	ZIPLY FIBER		COMPUTER SERVICES	26.59
	ZIPLY FIBER		MUNICIPAL COURTS	31.90
	ZIPLY FIBER		EXECUTIVE ADMIN	31.90
	ZIPLY FIBER		POLICE ADMINISTRATION	34.55
	ZIPLY FIBER		OFFICE OPERATIONS	34.55
	ZIPLY FIBER		WASTE WATER TREATMENT	34.55
	ZIPLY FIBER		UTIL ADMIN	34.55
	ZIPLY FIBER		COMMUNITY	47.85
	ZIPLY FIBER		DETENTION & CORRECTION	63.79
	ZIPLY FIBER		ENGR-GENL	69.11
	ZIPLY FIBER		POLICE PATROL	148.85

WARRANT TOTAL: 2,924,035.05

NOEL GOULD	INITIATOR ERROR	VOID	150511	\$80.00
HURRICANE BUTTERFLY	INITIATOR ERROR	VOID	155386	\$23,858.00
ANOUXAY KEAMONGKHON	CHECK LOST/DAMAGED	VOID	157328	\$34.30
LACEY FRIGARD	CHECK LOST/DAMAGED	VOID	158823	\$1.00
SEATTLE OPERA	CHECK LOST/DAMAGED	VOID	162183	\$650.00
CREATIVE ELECTRIC	CHECK LOST/DAMAGED	VOID	167654	\$112.00
GARY & PATRICIA BYERS	INITIATOR ERROR	VOID	169984	\$361.59
HAROLD P. HIGH	INITIATOR ERROR	VOID	170030	\$190.40
SERVICEMAC LLC	INITIATOR ERROR	VOID	170366	\$975.00

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$2,897,772.76



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Public Works

ITEM TYPE: Project Acceptance

AGENDA SECTION: **New Business**

SUBJECT: Project Acceptance – Jennings Nature Park Pump Track

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to accept the Jennings Nature Park Pump Track Project, starting the 60-day lien filing period for project closeout.

SUMMARY:

The Jennings Nature Park – Pump Track included the construction of a fully functional asphalt topped pump track including permanent drainage features.

The project was awarded to Oceanside Construction, Inc. at the June 12, 2023 Council session with a total contract price of \$270,722.33 including all applicable sales tax. The total authorized amount including management reserve was \$297,794.56. The project was completed for a total price of \$278,978.53, or \$8,256.20 (3%) above the bid amount, but within management reserve.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

ATTACHMENTS:
[Substantial Completion Letter.pdf](#)



MARYSVILLE
PUBLIC WORKS

October 25, 2023

Oceanside Construction, Inc.
Attn: Joe and Spencer Baldwin
2651 Huntington Street
Bellingham, WA 98226

SUBJECT: JENNINGS NATURE PARK PUMP TRACK – NOTICE OF SUBSTANTIAL COMPLETION

Joe and Spencer,

This project was considered Substantially Complete as of October 20, 2023. This notification does not constitute Physical Completion or Final Acceptance. Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting once all required items have been received or completed. Note that the requirements indicated in Specification 01 70 00 have not been fully met but due to the inability to keep users off of the track Substantial Completion is warranted.

Please submit all required items identified in 01 70 00.

It has been a pleasure working with Oceanside Construction, Inc. on this project. I look forward to working with you in the future.

Thadd Zehnder
Project Engineer

(360) 363-8100

Public Works
80 Columbia Avenue
Marysville, WA 98270



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Planning Manager Chris Holland, Community Development

ITEM TYPE: Special Event Permit

AGENDA SECTION: **New Business**

SUBJECT: 3rd Street Farmers Market - Special Event Permit (SEP24-001).

SUGGESTED ACTION: Recommended Motion: I move to authorize the approval of the Special Event Permit for the 3rd Street Farmers Market.

SUMMARY:

Special Event Permit (SEP) in order to operate a Farmers Market on 3rd Street from Columbia Avenue to State Avenue, on Friday afternoon from 3:00PM to 7:00PM, allowing 3rd Street from Columbia Avenue to State Avenue to be closed on Friday's for set up at 12:30PM and tear down by 8:30PM, during the months of June, July and August 2024.

An Agreement for the Farmer's Market was executed on December 14, 2023 (**see E002**).

According to **Exhibit C** of the Agreement, the City's responsibilities include:

- Provide traffic control and safety equipment as needed to close the street for the market;
- Provide access to hydrant for water and to the electrical outlets on the light poles as needed;
- Promote the market through the city's media outlets;
- Identify a city staff market liaison to work with the market contractor; and
- Waive the special event permit fee.

The Special Event Permit was routed to all affected departments and no comments or concerns were received.

ATTACHMENTS:

[E001 - Special Event Permit Application - SEP24-001.pdf](#)

[E002 - Approved Agreement - SEP24-001.pdf](#)

[E003 - MMC Chapter 5.46 Special Events - SEP24-001.pdf](#)

[E004 - Certificate of Insurance - SEP24-001.pdf](#)



SPECIAL EVENT PERMIT APPLICATION

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
(360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Monday - Friday 7:30 AM - 4:00 PM

FOR AGENCY USE	Date:	File:	Fee: \$100.00		
NAME OF EVENT		PROPOSED DATES			
Marysville 3rd St Farmers Mkt		June 7 - August 30 (Fridays)			
APPLICANT		SPONSORING NON-PROFIT		EVENT ORGANIZER	
Name	GARY FURVES			GARY FURVES	
Mailing Address	PO Box 120				
City, State, ZIP	Everett, WA 98206				
Phone (home/office)	425-422-5656				
Phone (cell)	same				
E-mail	gp.marysvillemarket@gmail.com				
SITE INFORMATION					
Set-up date/time	6/7-8/30 12:30pm	Dismantling Date/time	8:30pm	Hours of operation	4
Estimated number of participants	500	Will admission fee be charged? (please note amount)		free	
Will alcohol be served at event? (if yes please explain)	NO Alcohol will be served. sampling will take place. License is in place.				
Type of activity planned (Describe event)	FARMERS MARKET				
Location to be used (Describe area to be used, attach map/route plan)	3RD ST from State Ave. to Columbia Ave. we will use street only, no sidewalks				
Detailed Description of Proposed Activities	At 12:30pm, we will close 3rd St to thru traffic with City-supplied signage. Up to 45 vendors will fill the street with canopies and goods for sale. Market opens @ 3:00pm, closes @ 7:00pm. Breakdown will be completed by 8:30 pm. 3rd St is reopened.				
Does event involve political or religious activity intended primarily for the communication or expression of ideas?	NO				

City of Marysville – Special Event Permit Application

Applicant Signature

I hereby agree to abide by the conditions listed on Page 2 of the Special Event Permit Application:

Applicant Signature

Dated this 2nd day of May, 2024

City of Marysville Approval

City Clerk or Designee

Dated this _____ day of _____, 20____

(For Official Use Only)

Approved By: _____	Parks & Recreation Dept.	_____	Sanitation Division
_____	Planning Division	_____	Surface Water Division
_____	Building Division	_____	Finance Dept.
_____	Streets Division	_____	Fire District
_____	Police Dept.	_____	Mayor/Designee

Permit detained for the following reasons:

Recommended approval under the following conditions:

Number of monitors/staff required:

Proof of Insurance? (Please circle) Yes No

Bond required? (Please circle) Yes No

Recommended approval to proceed with liquor licensing:

Pre-event walk through scheduled for:

Post-event walk through scheduled for:

Attachments:

Estimate of Expenses

Sample advertising materials

Turn Lane

300 State Ave.

Marysville 3rd St. Farmers Market

June 7
Opening Day

Martial Arts

Anci's Salon

Abbocates
El Ray

Oasterwyks
Bakery

Studio
Evergreen

Finders Keepers
Furnishings

Parking Lot

Spoon & Straw

3rd St.

2	4	6	8	10	12
1	3	5	7	9	11

14	16	18	20	22	24
13	15	17	19	21	23

26	28	30	32	34	36
25	27	29	31	33	35

MGR

38	40	42	44	46	48
37	39	41	43	45	47

Music

Hilton & Co.

The Vintage
Violet

Barkery
Unleashed

Hair Bar

Old Soul

Carrs
Hardware

Teraki Box

Crystal Clean
Pups

Crossfit
Marysville

Vendor List June 7, 2024

Columbia St.

Marysville 3rd St. Farmers Market

JOIN US
Fridays
"Cultivating Community"



June 7 - August 30
2024



Fridays
3pm to 7pm
3rd St & State Ave
Marysville, WA



@MARYSVFARMERSMKT

Marysville3rdStFarmersMarket.com

425-422-5656

AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND EVERETT FARMERS MARKET, LLC REGARDING THE OPERATION OF THE MARYSVILLE 3RD ST FARMERS MARKET

THIS AGREEMENT REGARDING THE OPERATION OF THE MARYSVILLE THIRD STREET FARMERS MARKET (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Everett Farmers Market, LLC, a limited liability company, organized under the laws of the state of Washington (“Consultant”).

RECITALS

WHEREAS, communities with farmers markets promote a vibrant economic development environment and provide the community access to valuable goods and services; and

WHEREAS, the City desires to host a professionally-operated Farmers Market in downtown Marysville; and

WHEREAS, the Contractor has successfully operated farmers markets in Everett and maintains a large roster of quality juried vendors; and

WHEREAS, the 3rd Street Business Association met on January 18, 2023 and discussed the use of 3rd Street between Columbia to State Avenue as a desirable location for the market and the Association reached a consensus that the market would be welcome to use the street for the market; and

WHEREAS, the parties desire to enter into a written agreement whereby the Contractor will operate a farmers market in the City of Marysville.

NOW, THEREFORE, the parties hereto agree as follows:

1. **MARKET OPERATION.** The Contractor will be allowed to operate that portion of 3rd Street from Columbia Avenue to State Avenue as depicted in **Exhibit A** (the “Premises”) for the purposes of a farmer’s market, on Friday afternoons from 3:00 PM to 7:00 PM with set up at 12:30 p.m. and tear down by 8:30 p.m., during the months of June, July, and August 2024. The Contractor shall perform the services as described in **Exhibit B** (the “Services”) diligently and completely and in accordance with professional standards of conduct. The Contractor is furthermore responsible for compliance with federal, state, and local laws and regulations related to the performance of the Services, including but not limited to all business licensing requirements.

2. CITY RESPONSIBILITIES.

- A. The City shall provide services described in **Exhibit C** of this agreement, which include but are not limited to traffic control and various marketing responsibilities.
- B. The City shall provide the Contractor a one-time grant of five-thousand dollars (\$5,000.00) to fund the initial costs of operating the market. This grant money will be provided within 30 days of the effective date of this Agreement, and will be used to provide the Services as contemplated by this Agreement. The City will have no further financial obligation or responsibility regarding the operation of the market, and the Contractor will instead retain revenues from the operation of the market in order to fund continued market needs.

3. CONSIDERATION. Notwithstanding the grant as contemplated in Section 2, there is no monetary consideration required by this Agreement. The allowed use of the Premises by the Contractor and the fulfillment of the City's economic development priorities are good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

4. TERM. The term of this Agreement shall commence upon the date of the last signature below and terminate on December 31, 2024, unless sooner terminated under the provisions of the Agreement. The Contractor may renew this Agreement for one (1) additional one-year term by providing at least 90 days written notice to the City. The terms of this Agreement shall apply to any renewal term.

5. TERMINATION. Either party may terminate this Agreement for any reason by providing 90 days written notice to the other party. In the event that the Contractor defaults on any provision of this Agreement, the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate this Agreement.

6. SUSPENSION OF RIGHT TO USE PREMISES. The City may immediately suspend the Contractor's right to use the Premises in the event of emergency or any other necessity. In such cases, the City will endeavor to provide advance notice to the Contractor, but the parties acknowledge that such notice may not be possible or feasible depending on the nature of the emergency or necessity. The City will have sole discretion to determine what constitutes an emergency or necessity.

7. INDEMNIFICATION.

a. Indemnification and Hold Harmless. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Contractor in performance of this Agreement or in the Contractor's operation of the market as contemplated herein, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.

c. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

d. The Contractor hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 7. This waiver has been mutually negotiated by the parties.

 (City Initials)

 GP (Contractor Initials)

8. NOTIFICATION OF DAMAGES. Contractor shall immediately report to the City in writing (i) all damage observed or caused to any city facility or equipment, and (ii) all injuries to people and damage to property that occurs during or as a result of providing the Services.

9. INSURANCE.

A. **Insurance Term.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Contractor, its agents, representatives, or employees.

B. **No Limitation.** The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Required Insurance.** The Contractor's required insurance shall be as follows:

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits.

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. **Verification of Coverage.** The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured

endorsement, evidencing the insurance requirements of the Contractor before commencement of the Services.

- F. **Notice of Cancellation.** The Contractor shall provide the City with written notice of any policy cancellation within two business days of the Contractor's receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- H. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.
- I. **City Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

10. **INDEPENDENT CONTRACTOR.**

- a. The Contractor and the City understand and expressly agree that the Contractor is an independent contractor in the performance of each and every part of this Agreement. The Contractor expressly represents, warrants, and agrees that the Contractor's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Contractor shall not make a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.
- b. The Contractor shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Contractor shall pay the same before it becomes due.

- c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Contractor performs under this Agreement.
 - d. Prior to commencement of Services, the Contractor shall obtain a business license from the City.
- 11. NONASSIGNABLE. The Services to be provided by the Contractor shall not be assigned or subcontracted without the express written consent of the City.
 - 12. DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Agreement because of race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.
 - 13. UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Contractor agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.
 - 14. EMPLOYEE BACKGROUND. The Contractor warrants and represents that any person employed by the Contractor to perform work under this Agreement shall have successfully passed a background check pursuant to RCW 43.43.830-.845. For purposes of this section, "successfully passed" shall mean that the background check has not revealed any "crime against children or other persons" as defined by RCW 43.43.830.
 - 15. REPORTING. The Contractor will complete and submit a Tourism Tax Report (in the form attached hereto as **Exhibit F**) for the years Lodging Tax funds are received by the market.
 - 16. EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.
 - 17. SEVERABILITY. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
 - 18. NONWAIVER. A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one

or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

19. FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.
20. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
21. VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.
22. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
23. AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.
24. SURVIVAL. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.
25. NOTICES. Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

Notices to the City shall be sent to the following address:

City of Marysville
Attention: Dave Hall
1015 State Avenue
Marysville Washington 98270

Notices to the Contractor shall be sent to the following address:

Gary Purves
Everett Farmers Market, LLC
17426 Marine Drive, Stanwood, WA 98292-6740
PO Box 120, Everett WA 98206-0120

26. THIRD PARTIES. The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

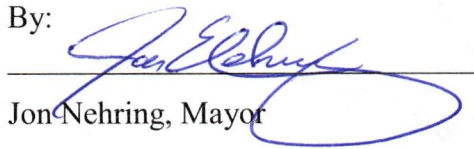
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the city and Contractor have executed this Agreement as of the date first above written.

DATED this 14th day of December, 2025.

CITY OF MARYSVILLE

By:


Jon Nehring, Mayor

DATED this 12th day of December, 2025.

EVERETT FARMERS MARKET, LLC

Gary
Purves


Gary Purves
Its: Owner

EXHIBIT A – PREMISES



- The market is authorized to operate weekly on Fridays from 3 p.m. to 7 p.m.
- The premises are shown in blue shading on the figure above and span State Avenue to Columbia Avenue on 3rd Street but do not include sidewalks.
- The Contractor is authorized to initiate set up beginning at 12:30 p.m. before the market begins and must vacate no later than 8:30 p.m.

EXHIBIT B: CONTRACTOR RESPONSIBILITIES

- The Contractor shall apply as Event Organizer for a special event permit (SEP) and include any activity or vendor that requires a permit to be included in the special event permit. The Contractor will act as the event sponsor. The Contractor shall abide by any condition in the special event permit and ensure vendors also comply with such conditions.
- Manage all operations and expenses of the Farmers Market
- Prepare a market layout to scale consistent with the requirements of the special events permit
- Authorize only the number of vendor stalls approved by the City.
- Not use sidewalks or block access
- Provide a vendor mix balancing farm, craft, and prepared food that complement existing district businesses.
- Create, maintain, and enforce Market Rules and Regulations; providing a copy of said rules to the City.
- Unless vendors are exempt under Chapter 5.02 MMC, the Contractor shall require vendors to provide evidence of a valid City business license.
- Ensure vendors are parking in designated areas.
- Maintain positive, non-discriminatory relations with market vendors
- Facilitate non-profits and community organizations participation
- Establish and maintain a market website and use social media to promote market attendance
- Respond to market inquiries and requests with local and state agencies.
- Maintain copies of vendor records, permits and insurance certificates
- Promptly address issues or problems with vendors or customers.
- Maintain Vendor Health Department records, as required by law
- Prepare an annual report to the City including key metrics indicating market attendance and sales
- In years where Lodging Tax dollars are awarded, the Contractor will submit a completed Lodging Tax report as required by the city for reporting to the state.
- Signs on city land outside the market premises are not authorized without prior written approval from the City

Contractor market day responsibilities:

- Arrive and remain onsite no later than two hours before market time to secure site and ensure readiness
- The Contractor shall require all waste producing vendors to provide a waste receptacle for public use and the vendor will remove the waste discarded in it from the premises at the end of the day at their own cost.
- The Contractor shall leave the Premises clean and vacant each day picking up market trash within the Premises and 100 feet outside of the market parameter.
- Set up and take down road and traffic equipment, only as approved by the City.
- Ensure facilities, equipment and utilities are in working order
- Contact the Police department related to parking violations that impact market operations
- Report any damage to premises or vendor or customer accident to the City via the incident report

EXHIBIT C: CITY RESPONSIBILITIES

- Provide traffic control and safety equipment as needed to close the street for the market
- Provide access to hydrant for water and to the electrical outlets on the light poles as needed
- Promote the market through the city's media outlets
- Identify a city staff market liaison to work with the market contractor
- Waive the special event permit fee

Chapter 5.46 SPECIAL EVENTS

Sections:

- 5.46.010 Definitions.**
- 5.46.020 Special event permit required.**
- 5.46.025 Exceptions to special event permit requirement.**
- 5.46.030 Permit application.**
- 5.46.040 Approval.**
- 5.46.050 Fees.**
- 5.46.060 Departmental analysis.**
- 5.46.070 Insurance required.**
- 5.46.080 Denial of permit.**
- 5.46.090 Appeal.**
- 5.46.100 Sanitation.**
- 5.46.110 Revocation of special event permit.**
- 5.46.120 Cost recovery for unlawful special event.**
- 5.46.130 Expressive activity special event.**
- 5.46.140 Penalties for violation.**

5.46.010 Definitions.

Terms used in this chapter shall have the following meanings:

(1) "Demonstration" means a public display of group opinion as by a rally or march, the principal purpose of which is expressive activity.

(2) “Event organizer” means any person who conducts, manages, promotes, organizes, aids, or solicits attendance at a special event.

(3) “Event management company” means an entity with expertise in managing special events.

(4) “Expressive activity” includes conduct for which the sole or principal object is expression, dissemination, or communication by verbal, visual, literary, or auditory means of political or religious opinion, views, or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sports events, including marathons, fundraising events, or events the principal purpose of which is entertainment.

(5) “Gross revenues” means the sum of all revenues received by an event organizer for a special event including, but not limited to, cash receipts, licensing, sponsorships, television, advertising and similar revenues, and concessions.

(6) “March” means an organized walk or event whose principal purpose is expressive activity in service of a public cause.

(7) “Noncommercial special event” means any special event organized and conducted by a person or entity that qualifies as a tax-exempt nonprofit organization, or a special event whose principal purpose is expressive activity.

(8) “Rally” means a gathering whose principal purpose is expressive activity, especially one intended to inspire enthusiasm for a cause.

(9) “Sidewalk” means that portion of a right-of-way, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel.

(10) “Sign” means any sign, pennant, flag, banner, inflatable display, or other attention-seeking device.

(11) “Special event” means any fair, show, parade, run/walk, festival, or other publicly attended entertainment or celebration which is to be held in whole or in part upon publicly owned property or public rights-of-way, or if held wholly upon private property, will nevertheless affect or impact the ordinary and normal use by the general public or public rights-of-way within the vicinity of such event.

(12) “Special event permit” means a permit issued under this chapter.

(13) “Special permit venue” means that area for which a special event permit has been issued.

(14) "Street" means any place that is publicly maintained and open to use of the public for purposes of vehicular traffic, including highways.

(15) "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special event permit.

(16) "Vendor" means any person who sells or offers to sell any goods, food, or beverages within a special event venue. (Ord. 2901 § 1, 2012).

5.46.020 Special event permit required.

Except as provided elsewhere in this chapter, any person or entity who conducts, promotes, or manages a special event shall first obtain a special event permit from the city of Marysville. (Ord. 2901 § 1, 2012).

5.46.025 Exceptions to special event permit requirement.

(1) Although not required to be issued a special event permit, an event organizer of an activity exempted from this chapter is required to comply with all local, state and federal laws and regulations governing public safety or health.

(2) The following activities are exempt from obtaining a special event permit:

(a) Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Marysville. An internal review process will be conducted for these events;

(b) Private events held entirely on private property that do not involve the use of or have an impact on public property or facilities and that do not require the provision of city public safety services;

(c) Funeral and wedding processions on private properties;

(d) Groups required by law to be so assembled;

(e) Gatherings of 100 or fewer people in a city park, unless merchandise or services are offered for sale or trade to the public, in which case a special event permit is required;

(f) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, anniversary sales, or single event (one day only) concession stands;

- (g) Garage sales, rummage sales, lemonade stands, and car washes;
- (h) Activities conducted by a governmental agency acting within the scope of its authority;
- (i) Lawful picketing on sidewalks;
- (j) Block parties located entirely on private property when not requesting a street closure, and not inviting others from outside the neighborhood;
- (k) Annual Strawberry Festival which is governed by Chapter 5.48 MMC; and
- (l) Other similar events and activities which do not directly affect or use city services or property. (Ord. 2901 § 1, 2012).

5.46.030 Permit application.

- (1) An application for a special event permit can be obtained at the office of the community development director and will be completed and submitted to the community development director and/or designee no later than 60 days prior to the proposed event. A completed application does not constitute approval of the permit.
- (2) A waiver of application deadline shall be granted upon a showing of good cause or at the discretion of the community development director and/or designee. The community development director and/or designee shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of expressive activity.
- (3) The following information shall be provided on the special event permit application:
 - (a) The name, address, fax, cell, day of event contact number, email address, and office telephone number of the applicant;
 - (b) A certification that the applicant will be financially responsible for any city fees or costs that may be imposed for the special event;
 - (c) The name, address, fax, cell, email address and telephone number of the event organizer, if any, and the chief officer of the event organizer, if any;

(d) A list of emergency contacts that will be in effect during the event, and the event web address, if any; and

(e) If the special event is designed to be held by, on behalf of, or for any organization other than the applicant, the applicant for special event permit shall file a signed, written communication from such organization:

(i) Authorizing the applicant to apply for the special event permit on its behalf;

(ii) Certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event; and

(iii) Attached to which shall be a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;

(f) All permit applications shall include:

(i) A statement of the purpose of the special event;

(ii) A statement of fees to be charged for the special event, including admissions tax documentation;

(iii) The proposed location of the special event;

(iv) Dates and times when the special event is to be conducted;

(v) The approximate times when assembly for, and disbanding of, the special event is to take place;

(vi) The proposed locations of the assembly or production area;

(vii) The specific proposed site or route, including a map and written narrative of the route;

(viii) The proposed site of any reviewing stands and/or vending areas;

(ix) The proposed site for any disbanding area;

(x) Proposed alternative routes, sites or times, where applicable;

(xi) The approximate number of persons, animals, and vehicles that will constitute the special event;

(xii) The kinds of animals anticipated to be part of the special event;

- (xiii) A description of the types of vehicles to be used in the special event;
- (xiv) The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise;
- (xv) The number and location of potable sanitation facilities;
- (xvi) Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety;
- (xvii) The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction for special events using city streets, sidewalks, or facilities, including use of public or private law enforcement personnel;
- (xviii) Provisions for first aid or emergency medical services, or both, based on special event risk factors;
- (xix) Insurance and surety bond information;
- (xx) Any special or unusual requirements that may be imposed or created by virtue of the proposed special event activity;
- (xxi) The marketing plan with proposed timelines associated with marketing the activity to the general public;
- (xxii) Event timeline documenting activities from event set-up to event tear-down;
- (xxiii) Parking areas;
- (xxiv) Identify city assistance being requested; and
- (xxv) Any other information required by the city. (Ord. 2901 § 1, 2012).

5.46.040 Approval.

Based on the type of event and the event to which city services will be required, approval of special event permit applications will be made by the following authorities:

(1) Approval by City Staff. Administrative approval for one-day events contained on a single site that could involve special parking arrangements and hiring of police officers for crowd control and traffic control. City staff shall include a representative from the police, planning,

public works, parks and recreation, fire, streets, sanitation, and community development director departments.

(2) Approval by City Council. Multiple-day events (four days maximum) or any event involving street closures or impacts to services city-wide. Events lasting more than four days shall be subject to submittal of additional information as required by city staff.

(3) The city council will be notified of all special event approvals made by the city staff.

(4) If permits and/or coordination is required from other agencies, i.e., Community Transit, Department of Transportation, Snohomish Health District, etc., these must be submitted prior to the issuance of the permit. (Ord. 2901 § 1, 2012).

5.46.050 Fees.

There will be a \$100.00 nonrefundable application fee for a special event permit. (Ord. 2901 § 1, 2012).

5.46.060 Departmental analysis.

(1) The community development director or designee will send copies of special event permit applications to all pertinent city departments and/or outside agencies when deemed necessary for review and determination of services required.

(2) The applicant is required to contract with the Marysville police department and public works department to employ police officers for security and traffic control as determined by the departmental analysis.

(3) Cost of city services, i.e., police, public works employees, etc., for special events will be estimated prior to the event. Additional costs incurred will be evaluated following the completion of the event. The city may in its discretion require a cash deposit for such costs. (Ord. 2901 § 1, 2012).

5.46.070 Insurance required.

Except as otherwise provided in this chapter, the applicant is required to obtain and present evidence of comprehensive liability insurance naming the city of Marysville, its officials, officers, employees and agents as additional insured for use of streets, public rights-of-way and publicly owned property such as parks. The insurance policy shall be written on an occurrence basis and shall provide a minimum coverage of \$1,000,000 for individual

incidents, \$2,000,000 aggregate, per event, against all claims arising from permits issued pursuant to this chapter. The insurance policy period shall be for a period not less than 24 hours prior to the event and extending for a period of not less than 24 hours following completion of the event. In circumstances presenting a significantly high risk of liability the city may, in its discretion, increase the minimum insurance requirements, and in circumstances presenting a significantly low risk of liability, the city may in its discretion reduce the minimum insurance requirements. (Ord. 2901 § 1, 2012).

5.46.080 Denial of permit.

Reasons for denial of a special event permit include, but are not limited to:

- (1) The event will disrupt traffic within the city of Marysville beyond practical solution;
- (2) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;
- (3) The event will interfere with access to emergency services;
- (4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;
- (5) The event will require the diversion of so many city employees that it would unreasonably affect other city services;
- (6) The application contains incomplete or false information;
- (7) The applicant fails to provide proof of insurance;
- (8) The applicant fails to obtain a city business license and/or fails to pay the special event permit fee and/or the applicant has failed to pay all fees due from previous special events;
- (9) The applicant failed to provide proof of sufficient monitors for crowd control and safety at least one week prior to the event;
- (10) The applicant has failed to provide proof of sufficient on- or off-site parking or shuttle services, or both, when required, to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the special event;
- (11) The applicant has failed to conduct a previously authorized or exempted special event in accordance with law and/or the terms of a permit;

(12) The special event application conflicts with permits issued on same date and location creating hardship or financial burden to already permitted events;

(13) The applicant does not meet current zoning requirements;

(14) The applicant fails to obtain local, county, state and federal permits as required;

(15) The city reasonably determines that the proposed special event conflicts with an already approved special event scheduled for same date(s). (Ord. 2901 § 1, 2012).

5.46.090 Appeal.

The applicant has the right to appeal any denial or revocation of a special events permit to the city council. An appeal shall be made in writing, shall specify the grounds of the appeal, shall have supporting documentation attached, and it shall be filed with the community development director within seven calendar days of the date of the written denial or revocation. (Ord. 2901 § 1, 2012).

5.46.100 Sanitation.

(1) A special event permit may be issued only after adequate waste disposal facilities have been identified and obtained by the applicant. The permittee is required to clean all permitted public and private properties and the right-of-way of rubbish and debris, returning it to its pre-event condition. If the permittee fails to clean up such refuse, the cleanup will be arranged by the city and the costs charged to the permittee.

(2) A special event permit may be issued only after adequate restroom and washroom facilities have been identified and arranged for or obtained by the applicant subject to the Snohomish Health District's review and certification process. (Ord. 2901 § 1, 2012).

5.46.110 Revocation of special event permit.

(1) Any special event permit issued pursuant to this chapter is subject to revocation, pursuant to this section.

(2) A special event permit may be revoked if the city determines:

(a) That the special event cannot be conducted without violating the provisions of this chapter and/or conditions for the special event permit issuance;

(b) The special event is being conducted in violation of the provisions of this chapter and/or any condition of the special event permit;

(c) The special event poses a threat to health or safety;

(d) The event organizer or any person associated with the special event has failed to obtain any other permit required pursuant to the provisions of this chapter;

(e) The special event permit was issued in error or contrary to law;

(f) The applicant has not paid all fees when due; or

(g) The applicant has failed to provide confirmation or proof that it has obtained the minimum number of required volunteers to perform safety functions.

(3) Except as provided in this section, notices of revocation shall be in writing and specifically set forth the reasons for the revocation.

(4) If there is an emergency requiring immediate revocation of a special event permit, the city may notify the permit holder verbally of the revocation. (Ord. 2901 § 1, 2012).

5.46.120 Cost recovery for unlawful special event.

Whenever a special event is conducted without a special event permit when one is required or is conducted in violation of the terms of an issued special event permit, the event organizer shall be responsible for, and the city shall charge the event organizer for, all costs incurred as a result of the adverse impacts of the special event or the violation of the special event permit. (Ord. 2901 § 1, 2012).

5.46.130 Expressive activity special event.

When a special event permit is sought for an expressive activity such as a demonstration, rally, or march as defined in this chapter, the following exceptions shall apply:

(1) Where the special event will not require temporary street closures, cost recovery pursuant to MMC 5.46.050 shall be limited solely to a fee based on the cost of processing the permit application.

(2) The insurance requirement of MMC 5.46.070 shall be waived; provided, that the event organizer has filed with the application a verified statement that he or she intends the special event purpose to be First Amendment expression and the cost of obtaining insurance is

financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression. The verified statement shall include the name and address of one insurance broker or other source for insurance coverage contacted to determine premium rates for coverage.

(3) Where the special event will require temporary street closures and any one or more of the conditions of subsection (4) of this section are present requiring the city to provide services in the interest of public health, safety, and welfare, the special event coordinator may condition the issuance of the special event permit upon payment of actual, direct costs incurred by the city to a maximum of \$500.00. Any fee schedule adopted by the city shall contain a provision for waiver of, or a sliding scale for payment of, fees for city services, including police costs, on the basis of ability to pay.

(4) The city may deny a special event permit for a demonstration, rally or march if:

(a) The special event will substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route;

(b) The special event will cause an irresolvable conflict with construction or development in the public right-of-way or at a public facility;

(c) The special event will block traffic lanes or close streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on streets designated as arterials by the city's public works department.

(d) The special event will require the diversion of police employees from their normal duties;

(e) The concentration of persons, animals, or vehicles will unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets;

(f) The special event will substantially interfere with another special event for which a permit has already been granted or with the provision of city services in support of other scheduled special events; or

(g) The special event will have significant adverse impact upon residential or business access and traffic circulation in the same general venue.

(5) With regard to the permitting of expressive activity special events where the provisions of this section conflict with the provisions in any other section of this chapter, the provisions of this section shall prevail. (Ord. 2901 § 1, 2012).

5.46.140 Penalties for violation.

(1) Violations of, or failure to comply with, any provision of this chapter shall constitute a civil infraction and any person found to have violated any provision of this chapter is punishable by a monetary penalty of not more than \$250.00 for each such violation. Each day that a violation continues shall constitute a new and separate infraction.

(2) The imposition of a penalty for violation of this chapter shall be in addition to any other penalties provided for in any other ordinances of the city or any other ordinances or laws applicable to the violation.

(3) Any permit fee or penalty which is delinquent or unpaid shall constitute a debt to the city and may be collected by a court proceeding in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies. (Ord. 2901 § 1, 2012).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pro Insur, Inc dba Campbell Risk Management 9595 Whitley Drive, Suite 204 Indianapolis, IN 46240 Larry Spilker Ext 203	CONTACT NAME: Larry Spilker ext 203 PHONE (A/C, No, Ext): 317-848-9075 FAX (A/C, No): 317-848-9093 E-MAIL ADDRESS: lspilker@campbellrisk.com														
INSURED Marysville 3rd St. Farmers Market PO Box 120 Everett Washington 98206	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : HANOVER INSURANCE GROUP</td><td>22292</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : HANOVER INSURANCE GROUP	22292	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
☒	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒	☒	AAM8048 LHW D481967 - 02	04/01/2024	04/01/2025	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
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☐	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	☐ A				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Marysville is hereby additionally insured on a primary and noncontributory basis. 30 day notice of cancelation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Marysville 501 Delta Avenue Marysville, WA 98270	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John C. Campbell</i>
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Marysville
501 Delta Avenue
Marysville, WA 98270

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Interlocal Agreement

AGENDA SECTION: **New Business**

SUBJECT: Amendment No. 2 to the interlocal agreement between the City of Marysville and Snohomish County concerning provision of fire investigation services.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 2 to the interlocal agreement between the City and Snohomish County for the provision of fire investigation services.

SUMMARY:

ATTACHMENTS:

[Marysville_Fire_ILA_Amend._No._2_aatf2_4-29-24.pdf](#)
[Snohomish_County_-_Fire_Investigation_Services.pdf](#)

**AMENDMENT NO. 2 TO THE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MARYSVILLE
AND SNOHOMISH COUNTY CONCERNING PROVISION
OF FIRE INVESTIGATION SERVICES**

THIS AMENDMENT NO. 2 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Amendment") is made and entered into as of this ___ day of _____, 20__, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a Washington municipal corporation (the "City").

RECITALS

A. The County and City are parties to the "Interlocal Agreement Between the City of Marysville and Snohomish County Concerning Provision of Fire Investigation Services" executed on April 24, 2014 (the "Original Agreement").

B. Pursuant to Section 10 of the Original Agreement, the Director of the County's Department of Planning and Development Services has authority to execute an amendment to the Original Agreement to the extent and under the circumstances more fully described herein.

C. The County and City executed Amendment No. 1 to the Original Agreement on December 3, 2019, which extended the Term of the Original Agreement through December 31, 2024, adopted a new fee schedule for the extended term, and also clarified the City is now self-insured and the Marysville Fire District operates as a Regional Fire Authority.

D. The County and City now desire to amend the Original Agreement a second time to extend the Term of the Original Agreement through December 31, 2028, to allow the County to continue to provide Fire Investigation Services to the City.

E. The County and City now desire to amend the Original Agreement to adopt a new fee schedule that provides annual rates for the term extended by this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

Section 1. EXTENSION OF TERM

The County and the City agree that the Term specified in Section 9 of the Original Agreement and extended by Amendment No. 1 shall be extended again by four (4) years. The new Expiration Date of the Agreement is December 31, 2028.

Section 2. ADOPTION OF NEW FEE SCHEDULE

The County and the City agree to adopt a new fee schedule as provided herein:

FEE SCHEDULE/HOURLY RATE

2024	2025	2026	2027	2028
\$120.00	\$203.00	\$213.00	\$223.00	\$234.00

Section 3. RATIFICATION

Except as modified by this Amendment, the Original Agreement and any prior amendment shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

Section 4. EXECUTION IN COUNTERPARTS

This Amendment may be executed in counter parts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and the City have executed this Amendment as of the day and year first written above.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

By: _____

By: _____

Name: Jon Nehring

Name: Michael McCrary

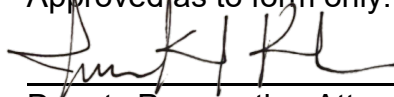
Title: Mayor

Title: Director, Department of Planning
And Development Services

Email: jnehring@marysvillewa.gov

Email: m.mccrary@snoco.org

Approved as to form only:



Deputy Prosecuting Attorney

**AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MARYSVILLE
AND SNOHOMISH COUNTY CONCERNING PROVISION
OF FIRE INVESTIGATION SERVICES**

THIS AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Amendment") is made and entered into as of this 19th day of December, 2019, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a Washington municipal corporation (the "City").

RECITALS

- A. The County and City are parties to the "Interlocal Agreement Between the City of Marysville and Snohomish County Concerning Provision of Fire Investigation Services" executed on the 24th day of April 2014 (the "Original Agreement").
- B. Pursuant to Section 10 of the Original Agreement, the Director of the County's Department of Planning and Development Services has authority to execute an amendment to the Original Agreement to the extent and under the circumstances more fully described therein.
- C. The County and City now desire to amend the Original Agreement to extend the term through December 31, 2024, to allow the County to continue to provide Fire Investigation Services to the City.
- D. The County and City also desire to amend the Original Agreement to adopt a new fee schedule that provides annual rates for the term of the Amendment.
- E. The County and City also desire to amend the Original Agreement to reflect that the City is now self-insured and that the entity jointly operated by the City and Fire Protection District No. 12 has been replaced by a Regional Fire Authority that is known as the Marysville Fire District.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

Section 1. EXTENSION OF TERM

The County and City agree that the term specified in Section 9 of the Original Agreement shall be extended by five (5) years and remain in effect until December 31, 2024.

Section 2. ADOPTION OF NEW FEE SCHEDULE

The County and City agree to adopt a new fee schedule as provided:

Fire Investigation Services Rate Per Hour \$				
2020	2021	2022	2023	2024
\$103.00	\$106.00	\$109.00	\$112.00	\$120.00

Section 3. CHANGE ENTITY TO REGIONAL FIRE AUTHORITY

Section 1.1 of the Original Agreement is amended to read as follows:

The City's requests for Fire Investigation Services (as such term is defined in Section 1.2 below) will be made by the Fire Marshal, Fire Chief, the Marysville Fire District, ~~an entity created by interlocal agreement between~~ regional fire protection service authority (RFA) approved by the voters of Snohomish County Fire Protection District 12 and the City of Marysville, or any fire command officer. The term "fire command officer" means the Marysville Fire District. The request for Office of the County Fire Marshal ("OCFM") Fire Investigation Services will be made through Snohomish County 911 (SNO911) SNO-PAC Dispatch Center. The parties understand and agree that the County's ability to perform Fire Investigation Services pursuant to this Agreement may be limited, delayed, or otherwise impacted by the availability of OCFM personnel.

Section 4. CHANGE TO INSURANCE STATUS

Section 4.2 of the Original Agreement is amended to read as follows:

The City is part of a Public Entity insurance pool sanctioned by the Washington State Office of Financial Management Risk Management Division and it will provide a letter signed and executed by an authorized agent indicating the City's participation in said pool self-insures its common law and assumed liability for bodily injury and/or property damage to third parties. The City maintains a fully-funded self – insurance program for the protection and handling of the City's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of City employees acting in the scope of their employment. The City will provide a letter of self-insurance signed and executed by an authorized agent.

Section 5. RATIFICATION

Except as modified by this Amendment, the Original Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

Section 6. EXECUTION IN COUNTERPARTS

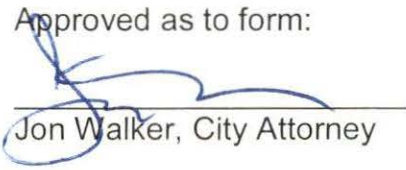
This Amendment may be executed in counter parts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and City have executed this Amendment as of the day and year first written above.

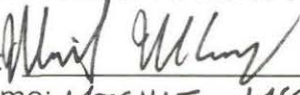
CITY OF MARYSVILLE

By: 
Name: Jon Nehring
Title: Mayor

Approved as to form:


Jon Walker, City Attorney

SNOHOMISH COUNTY

By: 
Name: MICHAEL MCCRARY FOR BM
Title: Director, Department of Planning
And Development Services

Approved as to form:

Snohomish County Prosecutor's Office
 10/26/19

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MARYSVILLE
AND SNOHOMISH COUNTY
CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Agreement") is made and entered into as of this 24th day of April, 2014, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a Washington municipal corporation (the "City").

RECITALS

A. The County and City have adopted the International Fire Code (the "IFC") for use within their respective jurisdictions in compliance with chapter 19.27 RCW.

B. The IFC requires local jurisdictions, including the County and City, to investigate the origin, cause, and circumstances of fire events occurring within their respective jurisdictions and document those findings in a report authored by a qualified fire investigator.

C. The City occasionally does not have qualified personnel available to perform the investigative functions required by the IFC, due to the simultaneous occurrence of multiple fire events, staffing fluctuations and/or other reasons. The City, in such event, desires to engage the County to perform the required investigative functions and the County is willing to perform such investigative functions, pursuant to the terms and conditions contained in this Agreement.

D. In certain circumstances, either the City or the County have qualified personnel available to perform some or all of the investigative functions required by the IFC, but may desire mutual aid assistance in performing those functions. In the event that either party desires mutual aid assistance in performing the investigative functions required by the IFC, the other party is willing to provide such assistance, pursuant to the terms and conditions contained in this Agreement.

E. This Agreement is made pursuant to the authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW, RCW 19.27.110 and RCW 43.44.050.

[The remainder of this page is intentionally left blank.]

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

Section 1. SCOPE OF SERVICES FOR FIRE INVESTIGATION

- 1.1 The City's requests for Fire Investigation Services (as such term is defined in Section 1.2 below) will be made by the Fire Marshal, Fire Chief, the Marysville Fire District, an entity created by interlocal agreement between Snohomish County Fire Protection District 12 and the City of Marysville, or any fire command officer. The term "fire command officer" means the Marysville Fire District. The request for Office of the County Fire Marshal ("OCFM") Fire Investigation Services will be made through SNOPAC Dispatch Center. The parties understand and agree that the County's ability to perform Fire Investigation Services pursuant to this Agreement may be limited, delayed, or otherwise impacted by the availability of OCFM personnel.
- 1.2 The term "Fire Investigation Services," as used in this Agreement, shall include, by way of example but not by way of limitation, the following types of services: (i) acting as the on-scene agency in charge of the investigation; (ii) origin and cause determination; (iii) documenting and recording the scene; (iv) identification, collection, and preservation of evidence; (v) witness interviewing; (vi) assisting local law enforcement; (vii) preparation of initial and follow-up reports; and (viii) court appearances.
- 1.3 Both parties understand and agree that the OCFM fire investigators who provide Fire Investigation Services to the City pursuant to this Agreement shall at all times be acting in their official capacities as employees of Snohomish County. The OCFM fire investigators shall at all times be an agent or employee of the County and shall not be considered for any purpose to be an agent or employee of the City in providing Fire Investigation Services to the City pursuant to this Agreement.
- 1.4 The scope of the Fire Investigation Services to be rendered upon any specific request shall be determined by mutual agreement on a case-by-case basis; provided, however, that in all instances the performance of Fire Investigation Services by OCFM personnel shall include (i) acting as the on-scene agency in charge of the investigation, and (ii) preparing the initial and follow-up reports.
- 1.5 The City and OCFM personnel shall work cooperatively in any fire investigation conducted pursuant to this Agreement. The City and OCFM shall furnish to the other party any information, personnel or other material available that may be needed in the course of performing Fire Investigation Services pursuant to this Agreement.

- 1.6 The City hereby authorizes said OCFM personnel to investigate fires for origin and cause, and perform, within the City's jurisdictional boundaries all other Fire Investigation Services that the City has expressly requested or that are incidental to the performance of the Fire Investigation Services the City has expressly requested.

Section 2. COMPENSATION

- 2.1 The City shall pay the County for Fire Investigation Services provided pursuant to Section 1 of this Agreement on an hourly basis in accordance with the rate schedule in Appendix A.
- 2.2 County staff time will be billed in one-tenth hour increments.
- 2.3 The OCFM agrees to provide the City with a written invoice for Fire Investigation Services rendered pursuant to this Agreement no later than 90 days after the date on which the services were rendered.
- 2.4 The City agrees to remit payment in full within 30 days of receipt of an OCFM invoice. The payment shall be made to the OCFM.
- 2.5 The County will maintain all records reflecting fees and costs billed to the City.
- 2.6 All billing invoices and payments shall be delivered to the following:

County: Snohomish County
Planning and Development Services, Accounting
M/S 604, 3000 Rockefeller Ave.
Everett, WA 98201-4046

City: Marysville Fire District,
Billing Department
1094 Cedar Ave
Marysville, WA 98270-4301

Section 3. SCOPE OF MUTUAL AID FIRE INVESTIGATION ASSISTANCE

- 3.1 The parties hereby establish a mutual aid program pursuant to which either party may assist the other party with the performance of Fire Investigation Services ("Investigation Assistance") at no charge.
- 3.2 Investigation Assistance may include, by way of example and not by way of limitation, any one or more of the following types of activities: (i) assisting with the determination of origin and cause; (ii) assisting with documentation of the scene; (iii) assisting with witness interviews; and/or (iv) assisting with any of the other investigative functions required by the IFC. Provided, however, that in no event shall Investigation Assistance include either of the following activities: (a) acting as the on-scene commander in charge of the investigation; or (b) preparing initial or follow-up reports (except for those reports documenting first hand observations and conclusions not otherwise available to the Requesting Party).
- 3.3 Should either the City or the County desire Investigation Assistance from the other party, the party desiring Investigation Assistance (the "Requesting Party") may request Investigation Assistance from the other party (the "Responding Party") through the SnoCom Dispatch Center or the SNOPAC Dispatch Center, as appropriate.
- 3.4 If the Responding Party has sufficient resources available to provide the requested Investigation Assistance to the Requesting Party, the Responding Party shall send the relevant personnel and/or equipment to the specified fire event site.
- 3.5 If a Responding Party does not, in its good-faith, business judgment, believe that it has sufficient resources available to provide the requested Investigation Assistance, the Responding Party shall so inform the Requesting Party and the Responding Party shall thereafter have no further obligations with respect to that request for assistance.
- 3.6 The Requesting Party shall at all times be in charge of the fire event scene, and any personnel from the Responding Party who provide Investigation Assistance to the Requesting Party shall take direction from the Fire Chief or designee or Fire Marshal of the Requesting Party, as applicable.
- 3.7 Personnel providing Investigation Assistance pursuant to this Section 3 are acting in their official capacity as employees of their respective jurisdictions.

- 3.8 Notwithstanding, anything to the contrary contained elsewhere in this Section 3, the County and City each understand and agree that each party's primary responsibility is to its own citizens and/or constituents, and that such responsibility takes precedence over any commitment made to the other party pursuant to this Section 3. Accordingly, neither party to this Agreement shall be required to provide Investigation Assistance to the other party if such party has a good-faith belief that it needs some or all of the resources at issue for its own use.

Section 4. INSURANCE REQUIREMENTS

- 4.1 Each party shall maintain and provide evidence to the other of insurance or self-insurance adequate to cover its liability obligations under this Agreement and/or arising out of each party's activities hereunder.
- 4.2 The City is part of a Public Entity insurance pool sanctioned by the Washington State Office of Financial Management Risk Management Division and it will provide a letter signed and executed by an authorized agent indicating the City's participation in said pool.
- 4.3 The County self-insures its common law and assumed liability for bodily injury and/or property damage to third parties. The County maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The County will provide a letter of self-insurance signed and executed by an authorized agent.

Section 5. INDEMNIFICATION AND LIABILITY

- 5.1 City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of

them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- 5.2 County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 5.3 Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- 5.4 Waiver under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Section 6. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

Section 7. COMPLIANCE WITH LAW

Both parties shall comply with all applicable federal, state and local laws in the performance of this Agreement.

Section 8. PROPERTY

Except as expressly provided to the contrary elsewhere in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party and the other party shall have no interest therein.

Section 9. DURATION AND TERMINATION

- 9.1 This Agreement will become effective upon execution by the parties and being posted on the Snohomish County Council website pursuant to the Interlocal Cooperation Act, RCW 39.34.040. This Agreement shall remain in effect until December 31, 2019, unless the parties renew or amend the Agreement in accordance with the terms of Section 10. Changes to Appendix A are subject to Section 14 below.
- 9.2 Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party. In that event, the City shall pay the County for all Fire Investigation Services provided up to and including the date of termination in accordance with Section 2.
- 9.3 The terms and conditions contained in Sections 2 and 5 of this Agreement shall survive the expiration or termination of this Agreement.

Section 10. AMENDMENT AND/OR RENEWAL

- 10.1 The Director of the County's Department of Planning and Development Service (the "Director") shall have the authority to amend and/or renew this Agreement on behalf of the County to the extent and under the circumstances described in this Section 10, without the need to obtain additional approvals from the County Council or the County Executive.
- 10.2 The Director shall have the authority to extend the term one or more times, for a total extension period not to exceed ten (10) years.
- 10.3 If both parties wish to renew the Agreement, negotiations of the hourly compensation rates of Appendix A must be completed 45 days prior to expiration

of the Agreement or any amendment thereto. Changes to Appendix A are subject to Section 14 below.

- 10.4 In order to be effective, any renewal or amendment of this Agreement must be memorialized in writing, executed by both parties, and posted on the Snohomish County Council web site pursuant to RCW 39.34.040. A sample form of amendment is attached to this Agreement as Appendix B.

Section 11. NOTICES

All notices, including requests to terminate the Agreement, shall be delivered to the following:

County: Snohomish County
Planning and Development Services, Director
3000 Rockefeller Avenue
M/S 604
Everett, WA 98201-4046

City: Marysville Fire District
1094 Cedar Avenue
Marysville, WA 98270-4234

Section 12. DESIGNATION OF ADMINISTRATOR

The Director of the Department of Planning and Development Services or his/her designee is the County's administrator of this Agreement for purposes of the Interlocal Cooperation Act. The City's Fire Chief or his/her designee is the City's administrator of this Agreement for purposes of the Interlocal Cooperation Act.

Section 13. NO WAIVER

No term or provision in this Agreement shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Section 14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY
CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES - Page 8

Section 15. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation, and other benefits which apply to the activities of the OCFM fire investigators while performing their functions within the territorial limits of Snohomish County shall apply to OCFM fire investigators to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within the City under the provisions of this Agreement.

Section 16. NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE

This Agreement is for the sole benefit of the parties hereto and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.

Section 17. CONTINGENCY

The obligations of the City and County in this Agreement are contingent on the availability of funds through local legislative appropriation and allocation in accordance with law. If funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement, either party may terminate the contract under Section 8 of this Agreement.

Section 18. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect to the extent permitted by law.

Section 19. RECORDS

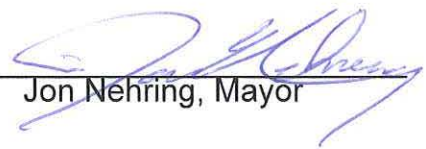
Both parties shall maintain adequate records to document obligations performed under this Agreement. Both parties shall have the right to review the other party's records with regard to the subject matter of this Agreement, upon reasonable notice. Fire investigation records shall belong to the County. The County will provide copies to the City within 30 days of the completion of the investigation.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

By:


Jon Nehring, Mayor

By:


John Lovick, County Executive

Date:

1/27/14

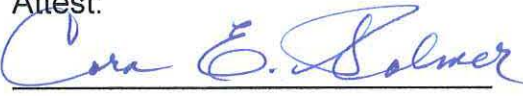
Date:

4/24/14

Attest:

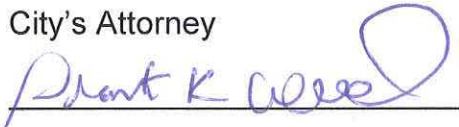


Attest:



Approved as to form:

City's Attorney



Approved as to form:

Snohomish County Prosecutor's Office

 11/24/13

APPENDIX A
FEE SCHEDULE/HOURLY RATE

1.A Fire Investigation Services Rate Per Hour \$					
2014	2015	2016	2017	2018	2019
\$86.00	\$88.00	\$91.00	\$94.00	\$97.00	\$100.00

APPENDIX B
Sample Form of Amendment

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MARYSVILLE
AND SNOHOMISH COUNTY CONCERNING PROVISION
OF FIRE INVESTIGATION SERVICES**

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Amendment") is made and entered into as of this ___ day of _____, 20___, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a Washington municipal corporation (the "City").

RECITALS

- A. The County and City are parties to the "Interlocal Agreement Between the City of Marysville and Snohomish County Concerning Provision of Fire Investigation Services" executed on _____, 20___ (the "Original Agreement").
- B. Pursuant to Section 10 of the Original Agreement, the Director of the County's Department of Planning and Development Services has authority to execute an amendment to the Original Agreement to the extent and under the circumstances more fully described herein.
- C. The County and City now desire to amend the Original Agreement to extend the Term [INSERT REASON].
- D. The County and City now desire to amend the Original Agreement to adopt a new fee schedule due to [INSERT REASON].
- E. [INSERT ANY OTHER PERTINENT RECITALS.]

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

Section 1. EXTENSION OF TERM

The County and City agree that the Term specified in Section 9 of the Original Agreement shall be extended by [INSERT AMOUNT OF TIME]. The new Expiration Date of the Agreement is [INSERT NEW EXPIRATION DATE].

Section 2. ADOPTION OF NEW FEE SCHEDULE

The County and City agree to adopt a new fee schedule as provided herein:

[INSERT NEW FEE SCHEDULE/HOURLY RATE]

Section 3. RATIFICATION

Except as modified by this Amendment, the Original Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

Section 4. EXECUTION IN COUNTERPARTS

This Amendment may be executed in counter parts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and City have executed this
Amendment as of the day and year first written above.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Director, Department of Planning
And Development Services

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MARYSVILLE
AND SNOHOMISH COUNTY
CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Agreement") is made and entered into as of this 27 day of JANUARY, 2014, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a Washington municipal corporation (the "City").

RECITALS

A. The County and City have adopted the International Fire Code (the "IFC") for use within their respective jurisdictions in compliance with chapter 19.27 RCW.

B. The IFC requires local jurisdictions, including the County and City, to investigate the origin, cause, and circumstances of fire events occurring within their respective jurisdictions and document those findings in a report authored by a qualified fire investigator.

C. The City occasionally does not have qualified personnel available to perform the investigative functions required by the IFC, due to the simultaneous occurrence of multiple fire events, staffing fluctuations and/or other reasons. The City, in such event, desires to engage the County to perform the required investigative functions and the County is willing to perform such investigative functions, pursuant to the terms and conditions contained in this Agreement.

D. In certain circumstances, either the City or the County have qualified personnel available to perform some or all of the investigative functions required by the IFC, but may desire mutual aid assistance in performing those functions. In the event that either party desires mutual aid assistance in performing the investigative functions required by the IFC, the other party is willing to provide such assistance, pursuant to the terms and conditions contained in this Agreement.

E. This Agreement is made pursuant to the authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW, RCW 19.27.110 and RCW 43.44.050.

[The remainder of this page is intentionally left blank.]

COPY

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

Section 1. SCOPE OF SERVICES FOR FIRE INVESTIGATION

- 1.1 The City's requests for Fire Investigation Services (as such term is defined in Section 1.2 below) will be made by the Fire Marshal, Fire Chief, the Marysville Fire District, an entity created by interlocal agreement between Snohomish County Fire Protection District 12 and the City of Marysville, or any fire command officer. The term "fire command officer" means the Marysville Fire District. The request for Office of the County Fire Marshal ("OCFM") Fire Investigation Services will be made through SNOPAC Dispatch Center. The parties understand and agree that the County's ability to perform Fire Investigation Services pursuant to this Agreement may be limited, delayed, or otherwise impacted by the availability of OCFM personnel.
- 1.2 The term "Fire Investigation Services," as used in this Agreement, shall include, by way of example but not by way of limitation, the following types of services: (i) acting as the on-scene agency in charge of the investigation; (ii) origin and cause determination; (iii) documenting and recording the scene; (iv) identification, collection, and preservation of evidence; (v) witness interviewing; (vi) assisting local law enforcement; (vii) preparation of initial and follow-up reports; and (viii) court appearances.
- 1.3 Both parties understand and agree that the OCFM fire investigators who provide Fire Investigation Services to the City pursuant to this Agreement shall at all times be acting in their official capacities as employees of Snohomish County. The OCFM fire investigators shall at all times be an agent or employee of the County and shall not be considered for any purpose to be an agent or employee of the City in providing Fire Investigation Services to the City pursuant to this Agreement.
- 1.4 The scope of the Fire Investigation Services to be rendered upon any specific request shall be determined by mutual agreement on a case-by-case basis; provided, however, that in all instances the performance of Fire Investigation Services by OCFM personnel shall include (i) acting as the on-scene agency in charge of the investigation, and (ii) preparing the initial and follow-up reports.
- 1.5 The City and OCFM personnel shall work cooperatively in any fire investigation conducted pursuant to this Agreement. The City and OCFM shall furnish to the other party any information, personnel or other material available that may be needed in the course of performing Fire Investigation Services pursuant to this Agreement.

- 1.6 The City hereby authorizes said OCFM personnel to investigate fires for origin and cause, and perform, within the City's jurisdictional boundaries all other Fire Investigation Services that the City has expressly requested or that are incidental to the performance of the Fire Investigation Services the City has expressly requested.

Section 2. COMPENSATION

- 2.1 The City shall pay the County for Fire Investigation Services provided pursuant to Section 1 of this Agreement on an hourly basis in accordance with the rate schedule in Appendix A.
- 2.2 County staff time will be billed in one-tenth hour increments.
- 2.3 The OCFM agrees to provide the City with a written invoice for Fire Investigation Services rendered pursuant to this Agreement no later than 90 days after the date on which the services were rendered.
- 2.4 The City agrees to remit payment in full within 30 days of receipt of an OCFM invoice. The payment shall be made to the OCFM.
- 2.5 The County will maintain all records reflecting fees and costs billed to the City.
- 2.6 All billing invoices and payments shall be delivered to the following:

County: Snohomish County
Planning and Development Services, Accounting
M/S 604, 3000 Rockefeller Ave.
Everett, WA 98201-4046

City: Marysville Fire District,
Billing Department
1094 Cedar Ave
Marysville, WA 98270-4301

Section 3. SCOPE OF MUTUAL AID FIRE INVESTIGATION ASSISTANCE

- 3.1 The parties hereby establish a mutual aid program pursuant to which either party may assist the other party with the performance of Fire Investigation Services ("Investigation Assistance") at no charge.
- 3.2 Investigation Assistance may include, by way of example and not by way of limitation, any one or more of the following types of activities: (i) assisting with the determination of origin and cause; (ii) assisting with documentation of the scene; (iii) assisting with witness interviews; and/or (iv) assisting with any of the other investigative functions required by the IFC. Provided, however, that in no event shall Investigation Assistance include either of the following activities: (a) acting as the on-scene commander in charge of the investigation; or (b) preparing initial or follow-up reports (except for those reports documenting first hand observations and conclusions not otherwise available to the Requesting Party).
- 3.3 Should either the City or the County desire Investigation Assistance from the other party, the party desiring Investigation Assistance (the "Requesting Party") may request Investigation Assistance from the other party (the "Responding Party") through the SnoCom Dispatch Center or the SNOPAC Dispatch Center, as appropriate.
- 3.4 If the Responding Party has sufficient resources available to provide the requested Investigation Assistance to the Requesting Party, the Responding Party shall send the relevant personnel and/or equipment to the specified fire event site.
- 3.5 If a Responding Party does not, in its good-faith, business judgment, believe that it has sufficient resources available to provide the requested Investigation Assistance, the Responding Party shall so inform the Requesting Party and the Responding Party shall thereafter have no further obligations with respect to that request for assistance.
- 3.6 The Requesting Party shall at all times be in charge of the fire event scene, and any personnel from the Responding Party who provide Investigation Assistance to the Requesting Party shall take direction from the Fire Chief or designee or Fire Marshal of the Requesting Party, as applicable.
- 3.7 Personnel providing Investigation Assistance pursuant to this Section 3 are acting in their official capacity as employees of their respective jurisdictions.

- 3.8 Notwithstanding, anything to the contrary contained elsewhere in this Section 3, the County and City each understand and agree that each party's primary responsibility is to its own citizens and/or constituents, and that such responsibility takes precedence over any commitment made to the other party pursuant to this Section 3. Accordingly, neither party to this Agreement shall be required to provide Investigation Assistance to the other party if such party has a good-faith belief that it needs some or all of the resources at issue for its own use.

Section 4. INSURANCE REQUIREMENTS

- 4.1 Each party shall maintain and provide evidence to the other of insurance or self-insurance adequate to cover its liability obligations under this Agreement and/or arising out of each party's activities hereunder.
- 4.2 The City is part of a Public Entity insurance pool sanctioned by the Washington State Office of Financial Management Risk Management Division and it will provide a letter signed and executed by an authorized agent indicating the City's participation in said pool.
- 4.3 The County self-insures its common law and assumed liability for bodily injury and/or property damage to third parties. The County maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The County will provide a letter of self-insurance signed and executed by an authorized agent.

Section 5. INDEMNIFICATION AND LIABILITY

- 5.1 City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of

them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- 5.2 County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 5.3 Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- 5.4 Waiver under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Section 6. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

Section 7. COMPLIANCE WITH LAW

Both parties shall comply with all applicable federal, state and local laws in the performance of this Agreement.

Section 8. PROPERTY

Except as expressly provided to the contrary elsewhere in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party and the other party shall have no interest therein.

Section 9. DURATION AND TERMINATION

- 9.1 This Agreement will become effective upon execution by the parties and being posted on the Snohomish County Council website pursuant to the Interlocal Cooperation Act, RCW 39.34.040. This Agreement shall remain in effect until December 31, 2018, unless the parties renew or amend the Agreement in accordance with the terms of Section 10. Changes to Appendix A are subject to Section 14 below.
- 9.2 Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party. In that event, the City shall pay the County for all Fire Investigation Services provided up to and including the date of termination in accordance with Section 2.
- 9.3 The terms and conditions contained in Sections 2 and 5 of this Agreement shall survive the expiration or termination of this Agreement.

Section 10. AMENDMENT AND/OR RENEWAL

- 10.1 The Director of the County's Department of Planning and Development Service (the "Director") shall have the authority to amend and/or renew this Agreement on behalf of the County to the extent and under the circumstances described in this Section 10, without the need to obtain additional approvals from the County Council or the County Executive.
- 10.2 The Director shall have the authority to extend the term one or more times, for a total extension period not to exceed ten (10) years.
- 10.3 If both parties wish to renew the Agreement, negotiations of the hourly compensation rates of Appendix A must be completed 45 days prior to expiration

of the Agreement or any amendment thereto. Changes to Appendix A are subject to Section 14 below.

- 10.4 In order to be effective, any renewal or amendment of this Agreement must be memorialized in writing, executed by both parties, and posted on the Snohomish County Council web site pursuant to RCW 39.34.040. A sample form of amendment is attached to this Agreement as Appendix B.

Section 11. NOTICES

All notices, including requests to terminate the Agreement, shall be delivered to the following:

County: Snohomish County
Planning and Development Services, Director
3000 Rockefeller Avenue
M/S 604
Everett, WA 98201-4046

City: Marysville Fire District
1094 Cedar Avenue
Marysville, WA 98270-4234

Section 12. DESIGNATION OF ADMINISTRATOR

The Director of the Department of Planning and Development Services or his/her designee is the County's administrator of this Agreement for purposes of the Interlocal Cooperation Act. The City's Fire Chief or his/her designee is the City's administrator of this Agreement for purposes of the Interlocal Cooperation Act.

Section 13. NO WAIVER

No term or provision in this Agreement shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Section 14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

Section 15. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation, and other benefits which apply to the activities of the OCFM fire investigators while performing their functions within the territorial limits of Snohomish County shall apply to OCFM fire investigators to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within the City under the provisions of this Agreement.

Section 16. NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE

This Agreement is for the sole benefit of the parties hereto and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.

Section 17. CONTINGENCY

The obligations of the City and County in this Agreement are contingent on the availability of funds through local legislative appropriation and allocation in accordance with law. If funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement, either party may terminate the contract under Section 8 of this Agreement.

Section 18. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect to the extent permitted by law.

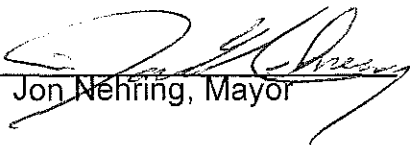
Section 19. RECORDS

Both parties shall maintain adequate records to document obligations performed under this Agreement. Both parties shall have the right to review the other party's records with regard to the subject matter of this Agreement, upon reasonable notice. Fire investigation records shall belong to the County. The County will provide copies to the City within 30 days of the completion of the investigation.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

By: 
Jon Nehring, Mayor

By: John Lovick, County Executive

Date: 1/27/14

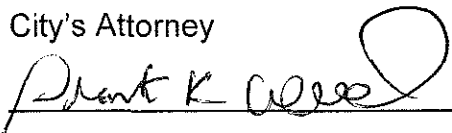
Date: _____

Attest: 

Attest: _____

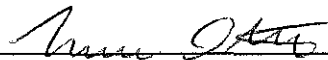
Approved as to form:

City's Attorney



Approved as to form:

Snohomish County Prosecutor's Office

 11/21/13

APPENDIX A
FEE SCHEDULE/HOURLY RATE

1.A Fire Investigation Services Rate Per Hour \$
--

2014	2015	2016	2017	2018	2019
\$86.00	\$88.00	\$91.00	\$94.00	\$97.00	\$100.00

APPENDIX B
Sample Form of Amendment

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MARYSVILLE
AND SNOHOMISH COUNTY CONCERNING PROVISION
OF FIRE INVESTIGATION SERVICES**

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Amendment") is made and entered into as of this ___ day of _____, 20___, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a Washington municipal corporation (the "City").

RECITALS

- A. The County and City are parties to the "Interlocal Agreement Between the City of Marysville and Snohomish County Concerning Provision of Fire Investigation Services" executed on _____, 20___ (the "Original Agreement").
- B. Pursuant to Section 10 of the Original Agreement, the Director of the County's Department of Planning and Development Services has authority to execute an amendment to the Original Agreement to the extent and under the circumstances more fully described herein.
- C. The County and City now desire to amend the Original Agreement to extend the Term [INSERT REASON].
- D. The County and City now desire to amend the Original Agreement to adopt a new fee schedule due to [INSERT REASON].
- E. [INSERT ANY OTHER PERTINENT RECITALS.]

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

Section 1. EXTENSION OF TERM

The County and City agree that the Term specified in Section 9 of the Original Agreement shall be extended by [INSERT AMOUNT OF TIME]. The new Expiration Date of the Agreement is [INSERT NEW EXPIRATION DATE].

Section 2. ADOPTION OF NEW FEE SCHEDULE

The County and City agree to adopt a new fee schedule as provided herein:

[INSERT NEW FEE SCHEDULE/HOURLY RATE]

Section 3. RATIFICATION

Except as modified by this Amendment, the Original Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

Section 4. EXECUTION IN COUNTERPARTS

This Amendment may be executed in counter parts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and City have executed this
Amendment as of the day and year first written above.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Director, Department of Planning
And Development Services



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: CD Director Haylie Miller, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** amending chapters 9.04 and 9.20 of the Municipal Code to reflect required code cycle update to the International Fire Code.

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No._____.

SUMMARY: City staff and Marysville Fire District Regional Fire Authority staff propose to adopt the new 2021 International Codes (in the Marysville Municipal Code (MMC) Title 9 Fire) which are updated on a national and state level every three (3) years.

Staff proposes to adopt the 2021 International Codes as required by the State Building Code Council. No other changes above and beyond State code other than what is currently adopted are proposed. Several references to the radio program in the municipal code were removed given that the radio program requirements are now adopted at the State level.

See the attached staff memorandum and ordinance for more details.

ATTACHMENTS:

[1 Council Memo - Building and Fire Code 6-2024](#)
[Ordinance MMC 9.04 Fire Code - Revised 6-3-24.pdf](#)



MARYSVILLE
COMMUNITY
DEVELOPMENT

MEMORANDUM

TO: City Council

FROM: Michael Snook, Building Official - City of Marysville
Tom Maloney, Fire Marshal – Marysville Fire District

DATE: June 3, 2024

SUBJECT: Updates to 2021 International Building and Fire Codes

CC: Haylie Miller, Community Development Director

EXHIBITS:

- Ordinance MMC Title 16 – 2021 International Building Code Cycle Update
- Ordinance MMC Title 9 – 2021 International Fire Code Cycle Update

This memorandum covers the City Council agenda items for both Titles 9 and 16; however, since staff is requesting that the revisions to each Title be approved by separate actions/ordinances, please reference the respective agenda item for the specific ordinance.

INTRODUCTION:

City staff and Marysville Fire District Regional Fire Authority staff propose to adopt the new 2021 International Codes due to a new code cycle that occurs every three (3) years in the Marysville Municipal Code (MMC) Title 16 Building and Title 9 Fire.

BACKGROUND:

2021 Code Adoption. Every three (3) years the International Code Council (ICC) updates and adopts new editions of all the International Codes (i.e. Building, Fire, and Electrical Codes). The State of Washington Building Code Council adopted the 2021 International Codes effective March 15, 2024, and the State adopted the 2023 National Electrical Code effective April 1, 2024. Local jurisdictions, including Marysville, are required to adopt any local amendments and fee structures with their specific ordinance.

Origin of ICC. The International Code Council (ICC) was established in 1994. It is a nonprofit organization dedicated to developing a single set of comprehensive and coordinated national model construction codes. The founders of the ICC are the Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO), and Southern Building Code Congress International, Inc. (SBCCI). Since the early 1990s, these nonprofit organizations developed three separate sets of regional model codes used throughout the United States.

(360) 363-8100

Community
Development
80 Columbia Avenue
Marysville, WA 98270

Although such regional code development was effective at the time, a global marketplace and technological advances in construction made a single set of codes a practical necessity. The nation's three model code organizations responded to this need by creating the International Code Council (ICC) and by developing codes without regional limitations – the International Codes. On February 1, 2003, the ICC became one consolidated organization, incorporating the staff and services of the three founding organizations.

The following codes will make up the new 2021 International Codes for Washington State:

- International Building Code, Standards and amendments - WAC 51-50
- International Residential, Standards and amendments – WAC 51-51
- International Existing Building Code – WAC 51-50
- International Mechanical, Standards and amendments – WAC 51-52
- International Fire Code, Standards and amendments – WAC 51-54A
- International Fuel Gas Code, Standards and amendments – WAC 51-52-21000
Including 2020 Liquefied Petroleum Gas Code (NFPA 58), and 2021 National Fuel Gas Code (NFPA 54) as it applies to LP Gas installations – WAC 51-52
- Uniform Plumbing Code, Standards and amendments – WAC 51-56
- Washington State Energy Code, Standards and amendments –WAC 51-11C and 51-11R
- Washington State Barrier-Free Code Chapter 11- Standards WAC 51-50
- Washington Cities Electrical Code 2023, and 2023 National Electrical Code – RCW 19.28.010 and WAC 296-46B

PROPOSED CHANGES TO MMC TITLE 16 – BUILDING:

Staff proposes to adopt the 2021 International Codes as required by the State, and update the electrical fees table to more accurately reflect the time and cost spent on the City's end to process electrical permits. The table adopted in MMC 16.12.020, calculated the fees at a higher rate than intended. Staff was able to address this issue and correct the fees administratively as shown in the revised table proposed.

Below are the proposed International Codes to be adopted, as implemented by the State of Washington Building Code Council.

1. The 2021 International Building Code (IBC) format continues to be consistent with the 2018 IBC. New or revised sections are clearly high-lighted by black markings in the margins of each code book, which is helpful for users.
2. The 2021 International Residential Code (IRC) is for One-and-Two Family Dwelling Units and Townhomes. This is an updated version from the 2018 IRC.
3. The 2021 Uniform Plumbing Code (UPC) applies to both residential and nonresidential construction. This is an updated version from the 2018 UPC.
4. The 2021 International Mechanical Code (IMC) applies to both residential and nonresidential construction. Ventilation and Indoor Air Quality code standards are now located in Chapter 4 of the Mechanical Code. This is an updated version from the IMC 2018.
5. The 2021 International Fuel Gas Code (IFGC) is for fuel gas appliance and piping installations and is an updated version of the IFGC 2018.
6. The 2021 Washington State Energy Code.
7. The State Barrier-Free 2021 International Building Code Chapter 11, WAC 51-50 continues to apply to new construction and altered structures as well.

8. **Electrical Program.** The City will continue to execute its own electrical program that started in September 2008. Chapter 16.12 is updated to adopt the 2023 version of this code implemented by Washington Cities Electrical Code Committee (WCEC). No policy changes or major changes are identified with this change.

IBC Changes – State Adopted

1. **Section 429.2 and Table 429.2, Electrical Vehicle Charging Infrastructure:** Buildings and accessory structures shall be provided with EV charging stations, EV-Ready parking spaces, and EV-capable parking spaces in accordance with Table 429.2.
2. **Section 1008.2.1, Illumination Level Under Normal Power:** Along exits access stairways, exit stairways, and their required landings, the illumination level shall not be less than 10 foot-candles at the walking surface. Previous code allowed 1 foot-candle.
3. **ICC A117.1-2017:** Provides technical requirements for wheelchair charging stations, as well increased sizes of turning spaces, clear floor spaces, and toilet rooms, along with route of travel components.

IRC Changes – State Adopted

1. **R309.6 Electric Vehicle Charging:** Requires a dedicated 40-ampere circuit terminating at a junction box, receptacle outlet, or charging equipment.
2. **R506.2.3 Vapor Retarder:** A minimum 10 mil vapor retarder is now required below slabs-on – grade.
3. **R609.4.1 Garage Door Labeling:** Garage doors are required to be labeled to identify wind pressure rating.
4. **R301.2.1 Wind Design Criteria:** Wind speeds have been updated and reduced in many areas. The City’s wind speed was reduced from 110 mph with 3 second gust to 95 mph with 3 second gust.

PROPOSED CHANGES TO MMC TITLE 9 – Fire:

Staff proposes to adopt the 2021 International Fire Code as implemented by the State, and current MMC Title 9. No other changes above and beyond State code other than what is currently adopted, and modifications of the radio program due to State code adoption are proposed at this time.

IFC Changes – State Adopted

1. **IFC 915.2 Group “E” Occupancies:** In new buildings, or by Chapter 11 (Existing Buildings) of the International Fire Code, carbon monoxide detection shall be installed in classrooms in Group “E” occupancies. Carbon Monoxide alarm signals shall be automatically transmitted to an on-site location that is staffed by school personnel.
2. **IFC 1207 Electrical Energy Storage Systems (ESS):** Operational and construction permits are now required for stationary or mobile ESS systems.

Summary and Conclusion:

Based on the proposed changes (see the Title 16 and Title 9 ordinances, attached in Peak Agenda), the largest impact to development is likely to be the 2021 Washington State Energy Code (WSEC). The WSEC will now require for projects which will likely add cost to each development, due to the higher insulation

R-Value requirements in the walls and attic spaces. In addition, it is easier to obtain the correct number of energy credits by using electric heat pumps and electric heat pump water heaters.

The changes being made in Title 9, Fire are housekeeping due to the Snohomish County requirements for Emergency Responder Radio Systems. City and Fire District staff request the changes be approved in June.

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
AMENDING CHAPTERS 9.04 AND 9.20 OF THE MUNICIPAL CODE TO
REFLECT REQUIRED CODE CYCLE UPDATES TO THE
INTERNATIONAL FIRE CODE.**

WHEREAS, the City of Marysville Community Development Department and the Marysville Fire District have recommended to the City Council amendments to Title 9 Fire of the Marysville Municipal Code to be consistent with the 2021 International Codes;

WHEREAS, every three (3) years the International Code Council (ICC) updates and adopts new editions of all the International Codes (such as Building, Fire, and Electrical Codes);

WHEREAS, the State of Washington Building Code Council adopted the 2021 International Codes effective March 15, 2024, and the State adopted the 2023 National Electrical Code effective April 1, 2024;

WHEREAS, local jurisdictions, including Marysville, are required to revise the building and fire codes to, at minimum, comply with the International Code updates;

WHEREAS, the City Council has determined that the proposed amendments are in the best interest of the public health, safety, and welfare; and

WHEREAS, during the public meeting on June 3, 2024 the City Council discussed potential amendments related Title 9 Fire of the Marysville Municipal Code; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, DO ORDAIN AS FOLLOWS:

- SECTION 1. Section 9.04.010 of the municipal code is amended as set forth in Exhibit A.
- SECTION 2. Section 9.04.030 of the municipal code is amended as set forth in Exhibit B.
- SECTION 3. Section 9.04.503 of the municipal code is amended as set forth in Exhibit C.
- SECTION 4. Section 9.04.510.1 of the municipal code is amended as set forth in Exhibit D.
- SECTION 5. Section 9.04.510.2 of the municipal code is repealed.
- SECTION 6. Section 9.04.510.3 of the municipal code is repealed.
- SECTION 7. Section 9.04.510.4 of the municipal code is repealed.
- SECTION 8. Section 9.04.510.4.1 of the municipal code is repealed.
- SECTION 9. Section 9.04.510.4.1.1 of the municipal code is repealed.
- SECTION 10. Section 9.04.510.4.1.2 of the municipal code is repealed.

SECTION 11. Section 9.04.510.4.1.3 of the municipal code is repealed.

SECTION 12. Section 9.04.510.4.2 of the municipal code is repealed.

SECTION 13. Section 9.04.510.4.2.1 of the municipal code is repealed.

SECTION 14. Section 9.04.510.4.2.2 of the municipal code is repealed.

SECTION 15. Section 9.04.510.4.2.3 of the municipal code is repealed.

SECTION 16. Section 9.04.510.4.2.4 of the municipal code is amended as set forth in Exhibit E.

SECTION 17. Section 9.04.510.4.2.5 of the municipal code is repealed.

SECTION 18. Section 9.04.510.4.2.6 of the municipal code is repealed.

SECTION 19. Section 9.04.510.4.2.7 of the municipal code is repealed.

SECTION 20. Section 9.04.510.4.2.8 of the municipal code is amended as set forth in Exhibit F.

SECTION 21. Section 9.04.510.5 of the municipal code is repealed.

SECTION 22. Section 9.04.510.5.1 of the municipal code is amended as set forth in Exhibit G.

SECTION 23. Section 9.04.510.5.2 of the municipal code is repealed.

SECTION 24. Section 9.04.510.5.3 of the municipal code is amended as set forth in Exhibit H.

SECTION 25. Section 9.04.510.5.4 of the municipal code is repealed.

SECTION 26. Section 9.04.510.5.5 of the municipal code is repealed.

SECTION 27. Section 9.04.510.5.6 of the municipal code is repealed.

SECTION 28. Section 9.04.510.5.7 of the municipal code is repealed.

SECTION 29. Section 9.04.510.6 of the municipal code is repealed.

SECTION 30. Section 9.04.510.6.1 of the municipal code is repealed.

SECTION 31. Section 9.04.510.6.1.1 of the municipal code is repealed.

SECTION 32. Section 9.04.510.6.2 of the municipal code is repealed.

SECTION 33. Section 9.04.510.6.3 of the municipal code is repealed.

SECTION 34. Section 9.04.510.6.4 of the municipal code is repealed.

SECTION 35. Section 9.04.901.4.6 of the municipal code is amended as set forth in Exhibit I.

SECTION 36. Section 9.04.903.2.9 of the municipal code is amended as set forth in Exhibit J.

SECTION 37. Section 9.20.020 of the municipal code is amended as set forth in Exhibit K.

SECTION 38. Section 9.20.040 of the municipal code is amended as set forth in Exhibit L.

SECTION 39. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 40. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors

or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 38. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2024.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

EXHIBIT A

9.04.010 Adopted by reference.

Certain documents, copies of which are on file in the office of the clerk of the city of Marysville, entitled “International Fire Code, 2018~~21~~21 Edition,” (IFC) published by the International Code Council, with amendments as adopted by the Washington State Building Code Council, are adopted as the fire code of the city of Marysville (hereinafter sometimes referred to as the “fire code”) for the purpose of prescribing regulations for the safeguarding of life and property from the hazards of fire and explosion. Except as otherwise specifically amended herein, or by later ordinance, each and all of the regulations, provisions, penalties, conditions and terms of said code and standards are incorporated and made part of this chapter as if fully set forth herein.

EXHIBIT B

9.04.030 Definitions.

(1) Wherever the word “jurisdiction” is used in the International Fire Code, it means the city of Marysville.

(2) “Commercial occupancy” means groups A, B, E, H, F, I (except adult family homes as defined in Chapter 70.128 RCW), M, R-1, R-2, R-4 and S occupancies as defined in Section 202 – Occupancy Classifications of the International Fire Code, 2018~~21~~21 Edition.

EXHIBIT C

9.04.503 Additional sections of International Fire Code Section 503 adopted – Fire apparatus access roads.

Section 503.1 shall be adopted as written, Sections 503.1.1, 503.1.2, 503.1.3, 503.2, 503.3, and 503.4, being sections of the International Fire Code (2018~~21~~21 Edition) not adopted by the Washington State Building Code Council, are hereby adopted and enacted in the city of Marysville.

EXHIBIT D

9.04.510.1 Emergency responder radio coverage in new buildings is amended to add.

(1) Approved radio coverage systems for emergency responders shall be provided within buildings meeting any of the following conditions:

~~(a) High rise buildings;~~

~~(b) The total building area is 50,000 square feet or more;~~

~~(c) The total basement area is 10,000 square feet or more; or~~

~~(d) There are floors used for human occupancy more than 30 feet below the finished floor of the lowest level of exit discharge.~~

~~(e)~~(a) Buildings or structures where the fire or police chief determines that in-building radio coverage is critical because of its unique design, location, use or occupancy.

~~(f)~~(b) Signal measurements will be taken on a device capable of measuring BER and SINR of all current Snohomish County radio frequencies prior to construction if the radio signal is not sufficient to support radio communications. If the radio test using spectrum analyzer of all current Snohomish County radio frequencies prior to construction finds the radio signal is not sufficient to support radio communications.

(2) The radio coverage system shall be installed in accordance with Sections 510.4 through 510.5.5 of this code and with the provisions of NFPA 1221. This section shall not require improvement of the existing public safety communication systems.

(3) Exceptions.

(a) Where approved by the building official and the fire code official, a wired communication system in accordance with Section 907.2.123.2 shall be permitted to be installed or maintained instead of an approved radio coverage system.

(b) Buildings and areas of buildings that have minimum radio coverage signal strength levels of the Snohomish County Regional 800 MHz Radio System within the building ~~in accordance with Section 510.4.1~~ without the use of a radio coverage system as determined by the fire code official.

(c) In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder radio coverage system

(d) One- and two-family dwellings and townhouses.

EXHIBIT E

9.04.510.4.2.4 Signal booster requirements amended to add.

~~(1) If used, signal boosters shall meet the following requirements:~~

~~(a) All signal booster components shall be contained in a National Electrical Manufacturer's Association (NEMA) 4, IP66 type waterproof cabinet or equivalent.~~

~~(i) Exception. Listed battery systems that are contained in integrated battery cabinets.~~

~~(b) Battery systems used for the emergency power source shall be contained in a NEMA 3R or higher rated cabinet, IP65 type waterproof cabinet or equivalent.~~

~~(c) Equipment shall have FCC or other radio licensing authority certification and be suitable for public safety use prior to installation.~~

~~(d) Where a donor antenna exists, isolation shall be maintained between the donor antenna and all inside antennas to not less than 20dB greater than the system gain under all operating conditions.~~

~~(e) Bi-directional amplifiers (BDAs) active RF emitting devices used in emergency responder radio coverage systems shall have oscillation prevention built in oscillation detection and control circuitry.~~

~~(f) The installation of amplification systems or systems that operate on or provide the means to cause interference on any emergency responder radio coverage networks shall be coordinated and approved by the radio system manager.~~

~~(g) Unless otherwise approved by the radio system manager, only channelized signal boosters shall be permitted.~~

~~(2)~~ (1) Exception. Broadband BDAs may be utilized when specifically authorized in writing by the radio system operator.

(a) Point of Information. BDAs must also comply with SNO911's (<https://www.sno911.org/index.php>) detailed requirements, which include channelized, minimum of 28 channels, supporting analog, P25 Phase I (FDMA), and P25 Phase II (TDMA).

EXHIBIT F

9.04.510.4.2.8 Radio communication antenna density amended to add.

(1) Systems shall be engineered to minimize the near-far effect. Radio enhancement system designs shall include sufficient antenna density to address reduced gain conditions.

(2) Exceptions.

(a) Class A narrow band signal booster devices with independent AGC/ALC circuits per channel.

~~(b) Systems where all portable devices within the same band use active power control features.~~

EXHIBIT G

9.04.510.5.14 Approval prior to installation amended to add.

Amplification systems capable of operating on frequencies licensed to any public safety agency by the FCC or other radio licensing authority shall not be installed without prior coordination and approval of the fire code official and radio system manager.

EXHIBIT H

9.04.510.5.34 Acceptance test procedure amended to add.

~~(1) Where an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on each floor of the building is in accordance with Section 510.4.1. The test procedure shall be conducted as follows:~~

~~(a) Each floor of the building shall be divided into a grid of 20 approximately equal test areas, with a maximum test area size of 6,400 square feet. Where the floor area exceeds 128,000 square feet, the floor shall be divided into as many approximately equal test areas as needed, such that no test area exceeds the maximum square footage allowed for a test area.~~

~~(b) Coverage testing of signal strength shall be conducted using a calibrated spectrum analyzer for each of the test grids. A diagram of this testing shall be created for each floor where coverage is provided, indicating the testing grid used for the test in Section 510.5.3(1), and including signal strengths and frequencies for each test area. Indicate all critical areas.~~

~~(c) Functional talk-back testing shall be conducted using two calibrated portable radios of the latest brand and model used by the agency's radio communications system or other equipment approved by the fire code official. Testing shall use digital audible quality (DAQ) metrics, where a passing result is a DAQ of 3.4 or higher. Communications between handsets shall be tested and recorded in the grid square diagram required by Section 510.5.3(2): each grid square on each floor; between each critical area and a radio outside the building; between each critical area and the fire command center or fire alarm control panel; between each landing in each stairwell and the fire command center or fire alarm control panel.~~

~~(d) Failure of more than one test area five percent of the test areas on any floor shall result in failure of the test.~~

~~(2) Exception. Critical areas shall be provided with 99 percent floor area coverage.~~

~~(3) In the event that two of the test areas fail the test, in order to be more statistically accurate, the floor shall be permitted to be divided into 40 equal test areas. Failure of not more than two nonadjacent test areas shall not result in failure of the test. If the system fails the 40-area test, the system shall be altered to meet the 95 percent coverage requirement.~~

~~(4) A test location approximately in the center of each test area shall be selected for the test, with the radio enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been~~

selected, that location shall represent the entire test area. Failure in the selected test location shall be considered to be a failure of that test area. Additional test locations shall not be permitted.

~~(5) The gain values of all amplifiers shall be measured, and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.~~

~~(6) As part of the installation, a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at the time of installation and at subsequent annual inspections.~~

~~(7) Systems incorporating Class B signal booster devices or Class B broadband fiber remote devices shall be tested using two portable radios simultaneously conducting subjective voice quality checks. One portable radio shall be positioned not greater than 10 feet (3,048 mm) from the indoor antenna. The second portable radio shall be positioned at a distance that represents the farthest distance from any indoor antenna. With both portable radios simultaneously keyed up on different frequencies within the same band, subjective audio testing shall be conducted and comply with DAQ levels as specified in Sections 510.4.1.1 and 510.4.1.2.~~

~~(8) Documentation Maintained on Premises. At the conclusion of the testing, and prior to issuance of the building certificate of occupancy, the building owner or owner's representative shall place a copy of the following records in the DAS enclosure or the building engineer's office. The records shall be available to the fire code official and maintained by the building owner for the life of the system:~~

~~(a) A certification letter stating that the emergency responder radio coverage system has been installed and tested in accordance with this code, and that the system is complete and fully functional.~~

~~(b) The grid square diagram created as part of testing in Sections 510.5.3(2) and 510.5.3(3).~~

~~(c) Data sheets and/or manufacturer specifications for the emergency responder radio coverage system equipment; back up battery; and charging system (if utilized).~~

~~(d) A diagram showing device locations and wiring schematic.~~

~~(e) A copy of the electrical permit.~~

(12) Acceptance Test Reporting to Fire Code Official. At the conclusion of the testing, and prior to issuance of the building certificate of occupancy, the building owner or owner's representative shall submit to the fire code official a report of the acceptance test by way of the department's third-party vendor ~~the~~complianceengine.com ~~Tegris~~.

EXHIBIT I

9.04.901.4.6 International Fire Code Section 901.4.6 amended – Pump and riser room size.

IFC Section 901.4.6~~7~~, Pump and riser room size, is amended to read as follows:

Where provided, fire pump rooms and automatic sprinkler system riser rooms shall be designed with adequate space for all equipment necessary for the installation. Shall be located on an outside wall at grade, with direct exterior access. This room shall contain sprinkler control valves, sprinkler backflow assembly, fire pump and associated components and the fire alarm control panel(s). The room will be defined by the manufacturer, with sufficient working space around the stationary equipment. Such rooms shall be of a size that will allow a minimum of 36-inch clearance around all portions of the fire pump assembly, sprinkler backflow assembly, and in front of the fire alarm panel(s). All risers shall have a minimum of 36" clear space at the front and 18" on the remaining sides. To allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and automatic sprinkler system riser rooms shall be provided with doors and unobstructed passageways large enough to allow removal of the largest piece of equipment.

EXHIBIT J

9.04.903.2.9 International Fire Code Section 903.2.9 and 903.2.10 amended – Sprinkler systems – Group S occupancies.

Section 903.2.9 is hereby enacted and added to the International Fire Code as previously enacted and amended by the city reading as follows:

Section 903.2.9 Group S Occupancies. An automatic sprinkler system shall be installed throughout all Group S occupancies that have 5,000 square feet or more of fire area.

Section 903.2.9, add Item ~~65~~: “In all Group S-1 mini-storage occupancies.”

Section 903.2.9.1, add Item 5: “Repair garages where the use of open flame or welding is conducted with a fire area exceeding 3,000 square feet.”

Replace all occurrences of “S-1” with “S.”

Section 903.2.9 Item 1. Replace ~~120,000~~ with 5,000.

Section 903.2.9 Item 3. Replace 24,000 with 5,000.

Section 903.2.9, add Item 5: “In all Group S-1 mini-storage occupancies.”

Section 903.2.9.1 Item 1. Replace 10,000 with 5,000.

Section 903.2.9.1 Item 2. Replace 12,000 with 5,000.

Section 903.2.9.1, add Item 5: “Repair garages where the use of open flame or welding is conducted with a fire area exceeding 3,000 square feet.”

Section 903.2.9.2. Replace 20,000 cubic feet (566 m³) with 5,000 cubic feet (142 m³).

EXHIBIT K

9.20.020 Possession, use, sale, and discharge of fireworks unlawful.

(1) It is unlawful for any person to possess, use, sell, transfer, discharge, ignite, or explode any fireworks within the city; provided, that this prohibition shall not apply to the following activities, when authorized by a state license and city permit:

(a) Duly authorized public displays, as provided in Chapter 70.77 RCW; and

(b) Duly authorized use by religious organizations or private organizations or persons for religious or other specific purposes on an approved date and in an approved location, as provided in RCW 70.77.311, and authorized by the Marysville fire marshal.

(2) Trick and novelty devices, as defined by state law, are not fireworks for the purposes of this chapter.

(3) This chapter does not prohibit the use of torpedoes, flares, or fuses by motor vehicles, railroads, or other transportation agencies for signal purposes or illumination or for use in forest protection activities.

EXHIBIT L

9.20.040 Permit fees.

The fee for inspections related to a permit, processing, and issuing the same shall be ~~\$100.00~~ charged for one hour* of staff time, payable at the time of application. In addition, in the event that the location specified in the permit has unusual parameters, limitations or risks requiring inspection over and above that anticipated in the establishment of this fee (that is, in excess of one hour), a charge for inspection shall be paid based on the hourly rates below* by the applicant equal to the actual cost of providing the inspection, ~~and in no case more than a total of \$5,000 for any one permit.~~

*Hourly Rates Table

<u>Year</u>	<u>2023/2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
<u>Rate/Hour</u>	<u>\$112</u>	<u>\$115</u>	<u>\$119</u>	<u>\$122</u>	<u>\$126</u>



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Grant Coordinator Kari Chennault, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Project Agreement - Grade Crossing Protective Fund

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Project Agreement to allow for the receipt of Grade Crossing Protective Funds from the WA Utilities and Transportation Commission in the amount of \$70,805.00.

SUMMARY: The WA Utilities and Transportation Commission (UTC) has authorized disbursement from their Grade Crossing Protective Fund to contribute \$70,805 to the City of Marysville for a fencing project on Cedar Ave between 1st Street and 4th Street. Bids were requested from nine fencing contractors with four companies being responsive. Eagle Fence and Iron, located in the City of Marysville, provided the lowest bid at \$89,285 (including applicable taxes). Therefore, the city would contribute up to \$18,480.

The Project will install approximately 850 lineal feet of black vinyl, tamper resistant 6-foot-high fencing. There are currently areas adjacent to Cedar Avenue that are not fenced. The areas that are fenced have significant gaps in the existing fencing which is failing and allows pedestrian access to the railway. In communicating with the WA UTC Rail Safety Program Specialist, the city was notified of a recent fatality in this area and about several close calls with pedestrian safety at this location. By adding new fencing that is functional and does not have gaps, it will allow for a barrier to the railway, therefore eliminating pedestrian access to the tracks. Not allowing pedestrian access to the tracks will help mitigate future fatalities and/or potential injuries.

ATTACHMENTS:

[TR-240258 Project Agreement.pdf](#)

[TR-240258 Order 01.pdf](#)

PROJECT AGREEMENT GRADE CROSSING PROTECTIVE FUND

Docket No.: TR-240258

Commission Approval Date: May 9, 2024

A. PARTIES TO THE AGREEMENT

This project grant agreement (agreement) is entered into between the Washington Utilities and Transportation Commission (UTC), P.O. Box 47250, Olympia, Washington, 98504-7250, and the City of Marysville (grantee), 501 Delta Avenue, Marysville, Washington, 98270, and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF THE AGREEMENT

The agreement pertains to a grant administered by the UTC for the benefit of the grantee pursuant to a UTC order entered in Docket No. TR-240258. This agreement memorializes any conditions of the grant imposed by the UTC in such order. As stated in the General Provisions, Section 17, the UTC order pertaining to the project takes precedence over this agreement in the event of conflict.

C. DESCRIPTION OF PROJECT

TR-240258 involves installation of approximately 850 lineal feet of 6-foot tamper-resistant metal fencing and gates along the BNSF Railway Co. right-of-way along Cedar Street, between 1st Street to 4th Street, in Marysville. Additional information about the project can be found in the grantee's amended application.

D. PERIOD OF PERFORMANCE

The project reimbursement period shall begin on May 9, 2024, and end on May 31, 2025. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this agreement.

E. PROJECT FUNDING

Total grant funding awarded by the UTC for this project shall not exceed \$70,805. The total approximate cost of the project is \$70,805. The grantee shall be responsible for project oversight and any additional costs.

F. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties are subject to this agreement and its attachments, including the grantee's application, the UTC's order pertaining to the project, and the general provisions, all of which are attached to and/or incorporated by reference into this agreement.

Except as provided, no alteration of any of the terms or conditions of this agreement will be effective unless provided in writing. All alterations must be signed by both parties.

The grantee has read, fully understands, and agrees to be bound by all terms and conditions in the UTC's order pertaining to the project and in this agreement.

G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND UTC POLICIES

This agreement is governed by, and the grantee shall comply with, all applicable state and federal laws and regulations, including RCW 81.53, WAC 480-62, and the UTC's order pertaining to the project, which are incorporated by this reference as if fully set forth herein.

H. PROJECT GRANT AGREEMENT REPRESENTATIVES

All written communications under this agreement will be addressed and delivered to:

City of Marysville
Kari Chennault
501 Delta Avenue
Marysville, WA 98270

Utilities and Transportation Commission
Kathy Hunter
P.O. Box 47250
Olympia, WA 98504-7250

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

I. ENTIRE AGREEMENT

This agreement, along with all attachments, constitutes the entire agreement of the articles. No other understandings, oral or otherwise, regarding this agreement shall exist or bind any of the parties.

J. EFFECTIVE DATE

This agreement shall be effective upon signing by all parties.

State of Washington
Utilities and Transportation Commission

By: _____
(Executive Director and Secretary)

Date: _____

City of Marysville

By: _____

Date: _____

Title: _____

General Provisions
of the Project Agreement

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SECTION 1. HEADINGS AND DEFINITIONS

- A. Headings used in this agreement are for reference purposes only and shall not be considered a substantive part of this agreement.
- B. Definitions. As used throughout this agreement, the following terms shall have the meaning set forth below:

Agreement - The accord accepted by all parties to the present transaction; the agreement, any supplemental agreement, and any intergovernmental agreement between the UTC and a grantee.

Applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the UTC.

Application - The forms and support documents approved by the UTC or its Secretary for use by applicants in soliciting project funds administered by the UTC.

Contractor - One not in the employment of the grantee who is performing all or part of the eligible activities for this project under a separate agreement with the grantee. The term “Contractor” and “Contractors” means Contractor(s) in any tier.

Secretary - The UTC Secretary or the Secretary’s designee.

Grantee - The applicant who has been awarded a grant of funds and is bound by this executed agreement; includes its officers, employees, and agents.

Milestone - Important date(s) tracked in the agreement for monitoring the project status.

Period of Performance - The time period specified in the agreement, under Section D, Period of Performance.

Project - The undertaking that is the subject of this agreement and that is, or may be, funded in whole or in part with funds administered by the UTC.

UTC - Washington Utilities and Transportation Commission created under Title 80 RCW.

SECTION 2. PERFORMANCE BY GRANTEE

The grantee shall undertake the project as described in this agreement, the UTC’s order pertaining to the project, and the grantee’s application, in accordance with the grantee’s proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the UTC. All submitted documents are incorporated by this reference as if fully set forth herein. The Order of Precedence is covered in Section 17.

Timely completion of the project is important. Failure to complete the project by the deadline, as set out in this agreement, is a material breach of the agreement.

SECTION 3. ASSIGNMENT

Neither this agreement, nor any claim arising under this agreement, shall be transferred or assigned by the grantee without prior written consent of the UTC.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the UTC undertakes to assist the grantee with the project by providing a grant pursuant to this agreement, the project itself remains the sole responsibility of the grantee. The UTC undertakes no responsibilities to the grantee, or to any third party, other than as is expressly set out in this agreement. The responsibility for the implementation of the project, as those phases are applicable to this project, is solely that of the grantee, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

SECTION 5. INDEMNIFICATION

To the fullest extent permitted by law, the grantee expressly agrees to and shall indemnify, defend, and hold harmless the state and its agencies, officials, agents, and employees from and against all claims, actions, costs, damages, or expenses of any nature arising out of or incident to the grantee's or any contractor's performance or failure to perform the agreement. Grantee's obligation to indemnify, defend, and hold harmless also includes any claim by grantee's agents, employees, or representatives, or any contractor or its employees. Grantee's obligation to defend includes payment of any costs or attorneys' fees. Grantee's obligation shall not include such claims that may be caused by the sole negligence of the state and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the state, its agents, or employees and (b) the grantee, its contractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the grantee or its contractors, agents, or employees. The grantee expressly agrees to waive his/her immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless the state and its agencies, officials, agents, or employees.

SECTION 6. INDEPENDENT CAPACITY OF THE GRANTEE

The grantee and its employees or agents performing under this agreement are not employees or agents of the UTC. The grantee will not hold itself out as nor claim to be an officer or employee of UTC or of the state of Washington by reason hereof, nor will the grantee make any claim of right, privilege, or benefit which would accrue to an employee under Chapters 41.06 RCW.

The grantee is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the UTC may, in its sole discretion, by written notice to the grantee, terminate this agreement if it is found after due notice and examination by UTC that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the grantee in the procurement of, or performance under this agreement. In the event this agreement is terminated as provided above, UTC shall be entitled to pursue the same remedies against the grantee as it could pursue in the event of a breach of the agreement by the grantee. The rights and remedies of UTC provided for in this clause shall not be

exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the UTC makes any determination under this clause shall be an issue and may be reviewed as provided in the “Dispute Resolution” clause of this agreement.

SECTION 8. CONSTRUCTION, OPERATION, USE AND MAINTENANCE

Grantee must ensure that properties or facilities assisted with UTC funds are built, operated, used, and maintained:

- A. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
- B. In a reasonably safe condition for the project’s intended use.
- C. Throughout their estimated life so as to prevent undue deterioration.
- D. In compliance with all federal and state nondiscrimination laws, regulations, and policies.

SECTION 9. ACKNOWLEDGMENT

The grantee shall include language that acknowledges the funding contribution of the program to this project in any publication developed or modified for, or referring to, the project.

SECTION 10. COMPLIANCE WITH APPLICABLE LAW

The grantee will implement the agreement in accordance with applicable federal, state, and local laws and regulations.

The grantee shall comply with, and UTC is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; Chapter 39.12 RCW – Prevailing Wages on Public Works; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (comprehensive areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

The grantee shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to, the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the grantee’s noncompliance or refusal to comply with any nondiscrimination law or policy, the UTC may rescind, cancel, or terminate the agreement in whole or in part, and the grantee may be declared ineligible for further grant awards from UTC. The grantee is responsible for any and all costs or liability arising from the grantee’s failure to so comply with applicable law.

No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio,

television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any grantee, or agent acting for such grantee, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

SECTION 11. RECORDS MAINTENANCE

The grantee shall maintain books, records, documents, data, and other evidence relating to this agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the agreement, shall be subject at all reasonable times to inspection, review, or audit by the UTC, personnel duly authorized by the UTC, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

SECTION 12. RIGHT OF INSPECTION

The grantee shall provide a right of access to its facilities to UTC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, to allow the UTC to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

SECTION 13. PROJECT FUNDING

- A. Additional Amounts. The UTC shall not be obligated to pay any amount beyond the dollar amount as identified in this agreement, unless an additional amount has been approved in advance by the UTC or the Secretary and incorporated by written amendment into this agreement.
- B. Before the agreement. No expenditure made, or obligation incurred, by the grantee before the effective date of this agreement shall be eligible for grant funds, in whole or in part, unless specifically provided for by UTC policy. The dollar amounts identified in this agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- C. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the UTC may have under this agreement, the amounts identified in this agreement shall be reduced to exclude any such expenditure from participation.

SECTION 14. PROJECT REIMBURSEMENTS

- A. Compliance and Payment. The obligation of UTC to pay any amount(s) under this agreement is expressly conditioned upon strict compliance with the terms of this agreement by the grantee.
- B. The grantee will submit an invoice for full payment when the project is completed. UTC Staff will inspect the project and process payment. A project is considered “complete” when:
 - 1. all approved or required activities outlined in the agreement are complete;
 - 2. a grantee’s final request for reimbursement is submitted to the UTC;
 - 3. the completed project has been approved by UTC;
 - 4. final amendments have been processed; and
 - 5. fiscal transactions are complete.
- C. Advance payments are not allowable.

SECTION 15. RECOVERY OF PAYMENTS

In the event that the grantee fails to expend funds under this agreement in accordance with state and federal laws, and/or the provisions of the agreement, the UTC reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

The grantee shall reimburse the UTC for any overpayment or erroneous payments made under the agreement. Repayment by the grantee of such funds under this recovery provision shall occur within 30 days of demand by the UTC. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

SECTION 16. COVENANT AGAINST CONTINGENT FEES

The grantee warrants that no person or selling agent has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents maintained by the grantee for the purpose of securing business. The UTC shall have the right, in the event of breach of this clause by the grantee, to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 17. ORDER OF PRECEDENCE

This agreement is entered into, pursuant to, and under the authority granted by applicable state law. The provisions of the agreement shall be construed to conform to that law. In the event of an inconsistency in the terms of this agreement, or between its terms and any applicable statute, rule, policy, or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable statutes, orders, or policy and interpretive statements;

- B. Project agreement including attachments;
- C. Additional provisions or modifications of General Provisions;
- D. General Provisions.

SECTION 18. AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

SECTION 19. LIMITATION OF AUTHORITY

Only the UTC or the UTC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this agreement is not effective or binding unless made in writing and signed by the UTC.

SECTION 20. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such in writing, signed by the Executive Secretary, or the Executive Secretary's designee, and attached to the original agreement.

SECTION 21. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The UTC relies upon the grantee's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error, or inaccuracy in any part of the application may be deemed a breach of this agreement.

SECTION 22. TERMINATION AND OTHER REMEDIES

The UTC may require strict compliance by the grantee with the terms of this agreement including, but not limited to, the requirements of the applicable statutes, rules, and UTC policies that are incorporated into this agreement, and with the representations of the grantee in its application for a grant as finally approved by the UTC.

The UTC or the Secretary may suspend, or may terminate, the obligation to provide funding to the grantee under this agreement:

- A. In the event of any breach by the grantee of any of the grantee's obligations under this agreement; or
- B. If the grantee fails to make progress satisfactory to the UTC toward completion of the project by the completion date set out in this agreement.

The UTC may enforce this agreement by the remedy of specific performance, which usually will mean completion of the Project as described in this agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the

UTC. No remedy available to the UTC shall be deemed exclusive. The UTC may elect to exercise any, any combination, or all of the remedies available to it under this agreement, or under any provision of law, common law, or equity.

SECTION 23. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this agreement, the UTC may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this agreement is so terminated, the UTC shall be liable only for payment required under the terms of this agreement for project expenses incurred prior to the effective date of termination.

SECTION 24. DISPUTE RESOLUTION

Except as may otherwise be provided in this agreement, when a dispute arises between the grantee and the Staff of the UTC that cannot be resolved, either party may request a hearing according to the process set out in this section. Either party's request for a hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The grantee's name, address, project title, and the assigned project number.

A request for a hearing under this section by either the UTC Staff or the grantee shall be delivered or mailed to the other party and to the UTC Secretary. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party that it wishes to dispute.

The UTC shall treat such a request, when made by a grantee, as an application for an adjudicative proceeding under RCW 34.05.419.

SECTION 25. ATTORNEYS' FEES

If either party brings litigation to enforce any term or condition of this agreement, or as a result of this agreement, the prevailing party shall be awarded its reasonable attorneys' fees together with necessary fees, expenses, and costs incurred for such litigation at both trial and appellate levels, as well as in obtaining execution of judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury.

SECTION 26. GOVERNING LAW/VENUE

This agreement shall be construed and interpreted in accordance with the laws of the state of Washington. In the event of a lawsuit involving this agreement, venue shall be proper only in Thurston County Superior Court. The grantee, by execution of this agreement, acknowledges the jurisdiction of the courts of the state of Washington.

In the cases where this agreement is between the UTC and a federally recognized Indian tribe, the following Governing Law/Venue applies:

- A. The state of Washington agrees that it shall initiate any lawsuit against a federally recognized Indian tribe arising out of or relating to the performance, breach, or enforcement of this agreement in Federal Court. Interpretation shall be according to the laws of the state of Washington. In the event that the Federal Court determines that it lacks subject matter jurisdiction to resolve the dispute between the state and Tribal Party, then the parties agree to venue in Thurston County Superior Court, but the parties agree that the matter shall not be pursued in superior court unless there is a Federal Court determination that it lacks subject matter jurisdiction.
- B. Any judicial award, determination, order, decree, or other relief, whether in law or equity or otherwise, resulting from the action shall be binding and enforceable upon the parties. Any money judgment or award against the Tribe, tribal officers and members, or the state of Washington and its officers and employees may not exceed the amount provided for in Section E- Project Funding of the Agreement.
- C. The Tribe hereby waives its sovereign immunity as necessary to give effect to this section, and the state of Washington has waived its immunity to suit in state court. These waivers are only for the benefit of the Tribe and state and shall not be enforceable by any third party or by any assignee or delegate of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

SECTION 27. SEVERABILITY

The provisions of this agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the agreement.

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Application of	DOCKET TR-240258
CITY OF MARYSVILLE,	ORDER 01
Applicant,	
Requesting Disbursement from the Grade Crossing Protective Fund	GRANTING REQUEST FOR DISBURSEMENT FROM THE GRADE CROSSING PROTECTIVE FUND

BACKGROUND

- 1 On April 16, 2024, the City of Marysville (City or Applicant) filed with the Washington Utilities and Transportation Commission (Commission) an application (Application) requesting a disbursement of \$34,686 from the Grade Crossing Protective Fund (GCPF) to install approximately 850 lineal feet of residential grade metal fencing and gates along the BNSF Railway Co. (BNSF) right-of-way along Cedar Street, between 1st Street to 4th Street, in Marysville, Snohomish County. After discussions with Commission Staff (Staff), on April 23, 2024, the City filed an amended Application requesting a disbursement of \$70,805 to install tamper-resistant fencing instead of residential grade fencing.
- 2 In its Application, the City indicates that there are areas adjacent to Cedar Street that are not fenced. There are also gaps in the existing fence that allow pedestrian access to the tracks. The area has a history of pedestrian trespassing and near-miss incidents, as well as a pedestrian fatality. During the investigation of the fatality incident, Staff reached out to the City and provided information about the availability of GCPF funds for trespass prevention projects. The installation of 6-foot tamper-resistant fencing will help to deter trespassing by channeling pedestrian traffic to nearby public rail crossings.
- 3 Staff recommends the Commission approve funding in the amount of \$70,805. Currently there are funds available to pay for this project.
- 4 Staff recommends the Commission approve the request for funds with the following conditions: (1) expenditure from the GCPF must not exceed \$70,805, (2) the work for which the GCPF disbursement as approved must conform to the project description specified in the amended Application, (3) the Applicant must sign and return the attached project agreement, (4) payment will be made upon presentation of claim for reimbursement and verification by Staff that the work has been satisfactorily completed,

and (5) the project must be completed and the associated request for reimbursement from the GCPF, as well as the affidavit of project completion, must be filed with the Commission no later than May 31, 2025.

DISCUSSION

- 5 RCW 81.53.281 authorizes the Commission to disburse funds from the GCPF to pay for safety improvements at highway-rail grade crossings and along railroad rights-of-way. We find that the proposed project will improve safety for the public. Accordingly, the Commission grants the amended Application subject to the conditions that Staff recommends.

FINDINGS AND CONCLUSIONS

- 6 (1) The Commission is an agency of the State of Washington having authority to approve and administer disbursements from the GCPF. RCW 81.53.271; RCW 81.53.281.
- 7 (2) The project for which the Applicant seeks disbursement from the GCPF is eligible for funding consideration under Commission rules and complies with the requirements of RCW 81.53.271, RCW 81.53.281, and WAC 480-62.
- 8 (3) Staff investigated the request based on the review criteria specified in the Commission's rules and recommended that it be granted with the conditions set out in paragraph 4, above.
- 9 (4) This matter came before the Commission at its regularly scheduled meeting on May 9, 2024.
- 10 (5) After reviewing the City's Application filed on April 16, 2024, and the amended Application filed on April 23, 2024, and giving due consideration to all relevant matters and for good cause shown, the Commission grants the request for disbursement of funds.

ORDER

THE COMMISSION ORDERS:

11 The City of Marysville's amended Application for disbursement from the Grade Crossing Protective Fund for a project to install approximately 850 lineal feet of 6-foot tamper-resistant metal fencing and gates parallel to the BNSF Railway Co. right-of-way along Cedar Street, between 1st Street to 4th Street, in Marysville, Snohomish County, is granted, subject to the following conditions:

- (1) Expenditure from the Grade Crossing Protective Fund must not exceed \$70,805.
- (2) The work for which the Grade Crossing Protective Fund disbursement was approved must conform to the project description specified in the amended Application.
- (3) The City must sign and return the attached project agreement.
- (4) Payment will be made upon presentation of claim for reimbursement and verification by Staff that the work has been satisfactorily completed.
- (5) The project must be completed and the associated request for reimbursement from the Grade Crossing Protective Fund, as well as the affidavit of project completion, must be filed with the Commission no later than May 31, 2025.

The Commissioners, having determined this Order to be consistent with the public interest, directed the Secretary to enter this Order.

DATED at Lacey, Washington, and effective May 9, 2024.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

JEFF KILLIP
Executive Director and Secretary



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 3, 2024
SUBMITTED BY:	Storm and Wastewater Utility Manager Matthew Eyer, Public Works
ITEM TYPE:	Interlocal Agreement
AGENDA SECTION:	New Business
SUBJECT:	Intergovernmental Service Agreement for Lake Management and Water Quality Services for Gissberg Twin Lakes with Snohomish County
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute Intergovernmental Service Agreement for Lake Management and Water Quality Services for Gissberg Twin Lakes with Snohomish County.
SUMMARY:	This Intergovernmental Service Agreement for lake management and water quality services at Gissberg Twin Lakes with Snohomish County is in preparation for the 2025 transfer of this park to the City of Marysville. This agreement will take effect January 1, 2025 to provide support for water quality monitoring, water quality testing, invasive aquatic plant monitoring, and invasive aquatic plant control. The primary focus of these efforts will be for toxic algae monitoring and milfoil control. This type of agreement has been implemented on a similar time frame and ongoing basis with other Cities that have transferred lake parks from Snohomish County management. As the first five year agreement for this site, cost and the level of effort was conservatively projected. The actual cost over the five years will likely be significantly lower. This agreement does not obligate the City to spend to this limit. This estimate provides a level of support that will likely decrease under future agreements as Storm/Sewer Division staff become more versed in these activities and the nature of this work becomes more predictable to City staff.

ATTACHMENTS:

**INTERGOVERNMENTAL SERVICES AGREEMENT
FOR LAKE MANAGEMENT AND WATER QUALITY SERVICES FOR
GISSBERG TWIN LAKES**

This AGREEMENT FOR LAKE MANAGEMENT AND WATER QUALITY SERVICES FOR GISSBERG TWIN LAKES (this “Agreement”) is made and entered by and between the **CITY OF MARYSVILLE**, a Washington municipal corporation, (the “City”), and **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the “County”).

RECITALS

- A.** Gissberg Twin Lakes lies within the boundaries of the City.
- B.** Gissberg Twin Lakes is an important water resource for the City and provides opportunities for swimming, fishing and aesthetic enjoyment.
- C.** The City and the County recognize the importance of performing certain water quality monitoring services at Gissberg Twin Lakes.
- D.** The City does not have the staff or resources to monitor water quality at Gissberg Twin Lakes.
- E.** The City desires to retain the services of the County to perform certain water quality monitoring at Gissberg Twin Lakes and the County has the staff and resources to perform said services, all under the terms and conditions described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. TERM

The term of this Agreement (the “Term”) shall commence January 1, 2025 (the “Commencement Date”) and shall expire on December 31, 2029 (the “Expiration Date”); provided, however, that both the City’s and the County’s obligations after December 31, 2025, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with applicable law.

2. CATEGORIES OF SERVICES PERFORMED BY COUNTY AND RIGHT OF ENTRY

During the Term of this Agreement, the County shall perform for the City the following services (collectively, the “Services”): (i) lake monitoring services, as described in Section 3 below (the “Lake Monitoring Services”); and (ii) any additional services related to water quality or quantity issues that may be mutually agreed upon in writing by the City and the County pursuant to Section 4 below (the “Additional Services”). The Services shall be performed in a good and professional manner, consistent with accepted industry standards and in accordance with both the substantive and procedural requirements specified in this Agreement.

The City shall provide the County with reasonable access to any location where Services are to be provided. If the City is unable to provide such access, the County shall have no obligation to perform any Services under this Agreement unless and until the City provides reasonable access.

3. LAKE MONITORING SERVICES

3.1. Lake Water Quality Monitoring

Gissberg Twin Lakes consists of two lakes, North Lake and South Lake. The County will provide monitoring of each lake once per month from June through September of each contract year. The County will provide a boat and all equipment to conduct monitoring. Monitoring will be completed by County staff or a county-trained volunteer. Monitoring will consist of measurements of water clarity (Secchi depth), near-surface water temperature, and observations of recreational usage, weather conditions, waterfowl usage, and presence of algal blooms. Monitoring also will include taking water samples and analyzing them for water quality parameters. The parameters and associated sampling depths are as follows:

Parameter	North Lake		South Lake	
	1 meter	6.5 meter	1 meter	3.5 meter
Total Phosphorus (TP)	X	X	X	X
Total Persulfate Nitrogen (TPN)	X		X	
Chlorophyll <i>a</i>	X		X	

At the County’s option, additional basic lake monitoring will occur if the County recruits a community volunteer lake monitor for Gissberg Twin Lakes. Such basic monitoring will be conducted once per month from May through October of each contract year (per the volunteer’s availability) so the lakes are monitored a total of twice per month.

Basic monitoring will be conducted only in the deepest portion of each lake and will only consist of measurements of water clarity (Secchi depth), lake temperature, and observations of recreational usage, weather conditions, waterfowl usage, and presence of algal blooms. Monitoring for temperature and dissolved oxygen by volunteers may occur pursuant to the subsequent paragraph.

If County staff are conducting monitoring, all monitoring events will also include water column profiles of temperature and dissolved oxygen. If volunteers are conducting monitoring, profiles of temperature and dissolved oxygen will only be collected if the City purchases a dissolved oxygen/temperature meter (meter) that will be used exclusively for Gissberg Twin Lake data collection. The County will provide basic maintenance of a City-provided meter, but will not be responsible for cost of repairs.

All monitoring will be conducted in accordance with the “Quality Assurance Monitoring Plan for the Snohomish County Lake Management Program.” Community volunteers will be trained by the County in proper monitoring techniques. Water samples will be analyzed by a Washington State Department of Ecology-accredited laboratory. The cost for all such services shall be as set forth in Section 5 below.

3.2. Reporting of Water Quality Data

Monitoring data collected from Gissberg Twin Lakes will be summarized annually in a water quality report card format that will be made available to the City and the general public. The water quality report card will be a one-page summary for the public of lake health. In addition, a more detailed report will be provided and updated at least every 3 years. The detailed report will summarize data collected including long-term trends in lake conditions. The water quality report card for a given calendar year shall be delivered to the City on or before April 15 after the close of the calendar year at issue. The reports will be made available on Snohomish County’s website unless otherwise directed by the City. The raw water quality data shall be available on the County’s online water quality database following completion of quality assurance checks. Copies of the lab reports shall be provided to the City upon request.

If requested by the City, County staff will provide up to one annual public presentation on the condition of water quality in Gissberg Twin Lakes. If requested, the County will provide comments on documents, reports, or grant proposals related to lake water quality that may be developed by the City for the management of Gissberg Twin Lakes.

3.3. Additional Water Quality Monitoring Services

County staff will provide technical assistance in response to specific water quality concerns in Gissberg Twin Lakes as requested by the City. Each year this response may involve up to ten additional site visits to the lakes. If a site visit is in response to toxic algae, the County will provide identification of potentially toxic genera and, if found, will coordinate delivery of samples and testing through the Washington State Department of Ecology’s program. The County will coordinate with the City on posting and notifications for toxic algae.

3.4. Invasive Aquatic Plant Control

The County will provide a proposed annual work plan for invasive aquatic plant control based on the previous year's conditions. The work plan will include a summary of the previous year's control actions and results. It will provide recommended options for control with estimated costs. If an herbicide treatment was conducted in a previous year, the County may need to conduct an aquatic plant survey to assess the efficacy of the treatment to develop a plan for the next year. If this is necessary, the survey focus will be on identifying the presence of the target invasive plant. The County will provide a summary of the survey findings in the proposed annual work plan for invasive plant control.

The City will notify the County in writing with their desired actions, if any, as presented in the annual control plan and the total funds available to implement the desired actions. The County will then implement requested actions which would include work such as diver surveys and hand-pulling, diver assisted suction harvesting and/or aquatic herbicide treatments. If an herbicide treatment is required, the City will be responsible for obtaining all necessary permits including the Aquatic Plant and Algae Management permit from the Washington State Department of Ecology.

3.5. Technical Assistance

County staff will be available to respond to questions from the public and the City about the water quality conditions in Gissberg Twin Lakes via email or phone. The County will provide plant identification services at Gissberg Twin Lakes as requested. The County will refer all other inquiries, including those regarding lake management actions, to the City.

4. ADDITIONAL SERVICES

4.1. Desire for Additional Services

The County and the City anticipate that, during the Term of this Agreement, the City may desire for the County to provide additional water quality monitoring or related services (the "Additional Services") to the City, and the County may be willing to provide some or all of such Additional Services. By way of example, and not by way of limitation, the parties anticipate Additional Services could involve any one or more of the following: (i) conducting an in-depth lake study; (ii) conducting annual invasive aquatic plant surveys; and (iii) commencement of other activities as requested or as mutually agreed that enhance the City's lake management program.

4.2. Request for Additional Services

Subject to the total cost limitation described in Section 5.4 below, at any time and from time to time during the Term of this Agreement, the City may request that the County perform one or more Additional Services. The City may request that such Additional Services be performed a specific number of times, or on an ongoing basis, for a single calendar year, or for

multiple calendar years. The County may, but need not, agree to perform some or all of the requested Additional Services under terms and conditions acceptable to both parties. Any agreement to add Additional Services must be memorialized in writing and signed by the City Manager and the County's Director (as those terms are defined in Section 4.3 below).

4.3. Authority to Request and Approve Additional Services

Subject to the total cost limitation described in Section 5.4 below, the City Public Works Director shall have the authority to request, authorize and memorialize Additional Services on behalf of the City without the need to obtain additional approvals from the City Council or the Mayor. Subject to the total cost limitation described in Section 5.4 below, the Director of the County's Department of Conservation and Natural Resources (the "County's Director") shall have the authority to agree to perform and memorialize Additional Services on behalf of the County without the need to obtain additional approvals from the County Council or County Executive.

5. COMPENSATION

5.1. Calculating the Cost of Services

Unless specifically otherwise provided herein, the County shall be compensated for all Lake Monitoring Services and Additional Services on a time and materials basis. The County's time shall be calculated based on the base hourly rate of each of the individual County Personnel (as that term is defined in Section 6 below) performing the Services. The actual reasonable cost of benefits shall be added to the base hourly rate of all County Personnel. The time billed to the City shall consist only of personnel time that is actually spent and is reasonably required to perform the Services. The City shall reimburse the County for all reasonable costs actually incurred by the County in connection with performing the Services, including, but not limited to, laboratory fees. The City shall reimburse the County for the reasonable costs of materials and/or equipment the County uses in connection with performing any one or more of the Lake Monitoring and Additional Services under this Agreement.

5.2. Cost of Lake Monitoring Services in 2025

The County estimates the cost for Lake Monitoring Services in 2025, not including invasive aquatic plant control, will be \$7,685. If desired, the City may also add additional aquatic plant control services. A cost estimate for recommended aquatic plant control services will be provided by early summer of 2025 as specified in Section 3.4. The City will be notified of estimated costs for subsequent years as noted in Section 5.3 below.

5.3. Cost of Services in Following Years

Beginning in 2025, on or before October 1st of each year, the County shall provide the City a written estimate for the total cost of performing the Services for the following calendar year. The City must provide written acceptance of the cost estimate to the County on or before

November 1st of the year that the County's cost estimate is provided. This Agreement shall terminate on December 31st of the year that the County's cost estimate is provided to the City if either: (1) the City does not provide written acceptance of the County's cost estimate as required in this section; or (2) the City rejects the County's cost estimate.

5.4. Total Services Not to Exceed \$150,000 Maximum Cost

Notwithstanding anything to the contrary contained elsewhere in this Agreement, the total cumulative cost of all Services performed by the County under this Agreement shall not exceed One Hundred Fifty Thousand dollars (\$150,000.00) (the "Maximum Cost"). Accordingly, if any proposal to add one or more Additional Services to this Agreement would cause the total cost of Services to exceed the Maximum Cost, the City shall not submit a request for such Additional Services to the County. Should the County receive a request for Additional Services that would cause the total cost of all Services to exceed the Maximum Cost, the County shall reject said request.

5.5. Invoicing and Payment

The County shall submit invoices for actual costs incurred to the City quarterly. The quarterly invoice shall describe in reasonable detail the amount spent on each task in that quarter. The direct costs of any materials and/or equipment used by the County in performing the work shall be itemized on the invoice. The City shall pay each quarterly invoice within (30) days of receipt. Invoices shall be sent to the following address:

City of Marysville
Attn: Storm and Wastewater Utility Manager
80 Columbia Ave
Marysville, WA 98270
Email: surfacewater@marysvillewa.gov

6. INDEPENDENT CONTRACTOR

All work performed by the County pursuant to this Agreement shall be performed by the County as an independent contractor and not as an agent or employee of the City. The County shall furnish, employ, and have exclusive control of all persons (including, but not limited to volunteers) to be engaged in performing the County's obligations under this Agreement (collectively, the "County Personnel") and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. The County Personnel shall for all purposes be solely the employees, agents or volunteers of the County and shall not be deemed to be employees or agents of the City for any purpose whatsoever. With respect to the County Personnel, the County shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, such as employment,

Social Security, and other payroll taxes including applicable contributions from the County Personnel when required by law.

7. TERMINATION FOR CONVENIENCE

This Agreement may be terminated by either party for any reason or for no reason, by giving thirty (30) days advance written notice of termination to the other party. Any termination notice delivered pursuant to this Section 7 shall specify the date on which the Agreement will terminate. If this Agreement is terminated pursuant to this Section 7, the County shall continue performing Services through the date of termination. The City shall compensate the County for all Services performed by the County through the date of termination. The City's obligation to make such final payment to the County shall survive the termination of this Agreement.

8. COMPLIANCE WITH LAWS

The City and the County shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

9. INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold the other party and its agents, employees, contractors, and authorized volunteers harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, arising out of or resulting from the acts, errors, or omissions of the indemnifying party in performance of this Agreement ; or (ii) any breach or Default (as such term is defined in Section 10 below) of the indemnifying party under this Agreement. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. DEFAULT AND REMEDIES

If either party to this Agreement fails to perform any act or obligation required to be performed by it hereunder, the party to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion. In the event of a party's Default under this Agreement, then after giving notice

and an opportunity to cure, the party to whom the performance was due shall have the right to exercise any or all rights and remedies available to it at law or in equity.

11. PUBLIC DISCLOSURE LAWS

The City and the County each acknowledges, agrees and understands that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and the County's performance of Services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law. Neither the City nor the County anticipates that the performance of either party's obligations under this Agreement will involve any confidential or proprietary information.

12. NOTICES

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is permitted or required to be given by one party to the other party under this Agreement shall be in writing and shall be given or made or communicated by: (i) United States registered or certified mail, postage prepaid, return receipt requested; (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery; (iii) by personal delivery; or (iv) by facsimile (with proof of successful transmission); (v) or by email (with a request for and receipt of proof of successful transmission). All such communications shall be addressed to the appropriate Administrator of this Agreement (or their designee) as follows:

To the City of Marysville:

ATTN: Storm and Wastewater Utility
Manager
80 Columbia Ave
Marysville, WA 98270
Telephone: 360-363-8112
Email: surfacewater@marysvillewa.gov

To the County:

ATTN: Surface Water Management
Director
Snohomish County
Conservation & Natural Resources
3000 Rockefeller Avenue M/S 303
Everett, Washington 98201
Telephone: (425) 388-6454
Email: gregg.farris@snoco.org

All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile or email (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

13. MISCELLANEOUS

13.1. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

13.2. Interpretation

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

13.3. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

13.4. No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a default by the other party under this Agreement shall not constitute a waiver of the default at issue. Nor shall a waiver by a party of any particular default constitute a waiver of any other default or any similar future default.

13.5. Assignment

This Agreement shall not be assigned, either in whole or in part, by either of the parties hereto. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

13.6. Warranty of Authority

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

13.7. No Joint Venture

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

13.8. No Third Party Beneficiaries

This Agreement is made and entered into for the sole benefit of the City and the County. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.

13.9. Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date of the last party to sign.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision
of the State of Washington

CITY OF LAKE MARYSVILLE:

City of Marysville, a Washington municipal
corporation

County Executive

Title: Mayor

Approved as to Form:
Kisielius,
Laura
Deputy Prosecuting Attorney

Digitally signed by
Kisielius, Laura
Date: 2024.05.09
09:40:45 -07'00'

Approved as to Form:
City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 3, 2024
SUBMITTED BY:	Emergency Preparedness Manager Sarah Lavelle, Executive
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Emergency Management Performance Grant (E24-336) for Compact Rapid Deployable
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the Emergency Management Performance Grant agreement (E24-336).
SUMMARY:	This agreement is for funding through the Emergency Management Performance Grant program to purchase and provide training on a Compact Rapid Deployable for FirstNet users and Internet Connectivity unit supporting emergency response. The unit allows for a 2-mile range for connectivity by FirstNet users, provides a wi-fi hotspot for a radius of 500 feet, allows for up to 600 connected LTE devices, provides high-speed satellite internet, and is waterproof and weatherproof. This grant requires a match of \$44,744 which is already budgeted.

ATTACHMENTS:
[E24-336 22EMPG Reallocation Agreement.pdf](#)

**Washington State Military Department
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: City of Marysville 501 Delta Avenue 1049 State Avenue Marysville, WA 98270-4540 Marysville, WA 98270-4234		2. Grant Agreement Amount: \$44,744		3. Grant Agreement Number: E24-336	
4. Subrecipient Contact, phone/email: Sarah Lavelle, 360-363-8096 slavelle@marysvillewa.gov		5. Grant Agreement Start Date: January 1, 2024		6. Grant Agreement End Date: September 30, 2024	
7. Department Contact, phone/email: Ben Olson, 253-512-7224 benjamin.olson@mil.wa.gov		8. Unique Entity Identifier (UEI): KENDBGSMVPQ7		9. UBI # (state revenue): 314-000-001 600-200-009	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)					
11. Federal Award ID # (FAIN): EMS-2022-EP-00006-S01		12. Federal Award Date: 08/23/2022		13. Assistance Listings # & Title: 97.042 (22EMPG)	
14. Total Federal Amount: \$8,625,483		15. Program Index # & OBJ/SUB-OBJ: 723PT NZ			16. EIN: 91-6001459
17. Service Districts: (BY LEGISLATIVE DISTRICT): 38, 39, 44 (BY CONGRESSIONAL DISTRICT): 2		18. Service Area by County(ies): Snohomish		19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE # _____	
20. Agreement Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____			21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency		
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO			23. Subrecipient Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER		
24. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2022 Emergency Management Performance Grant (22EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 22EMPG DHS Award Letter for Grant No. EMS-2022-EP-00006-S01 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 22EMPG Award Letter EMS-2022-EP-00006-S01 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below. FOR THE DEPARTMENT: Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol Assistant Attorney General August 1, 2022 FOR THE SUBRECIPIENT: Signature _____ Date _____ Jon Nehring, Mayor City of Marysville APPROVED AS TO FORM (if applicable): Signature _____ Date _____					

SPECIAL TERMS AND CONDITIONS**ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Sarah Lavelle	Name	Ben Olson
Title	Emergency Preparedness Manager	Title	Program Coordinator
Email	slavelle@marysvillewa.gov	Email	benjamin.olson@mil.wa.gov
Phone	360-363-8096	Phone	253-512-7224
Name	Kassidy Aldrich	Name	Peter Drance
Title	Emergency Preparedness Specialist	Title	Program Manager
Email	kaldrich@marysvillewa.gov	Email	peter.drance@mil.wa.gov
Phone	360-363-8718	Phone	253-929-4427
Name		Name	Grant Miller
Title		Title	Program Assistant
Email		Email	grant.miller@mil.wa.gov
Phone		Phone	253-512-7061
Name		Name	Sierra Wardell
Title		Title	Financial Operations Section Manager
Email		Email	sierra.wardell@mil.wa.gov
Phone		Phone	253-512-7121

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG) document*, the *FEMA Preparedness Grants Manual* document, Version 3, May 2022 (the Manual), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22EMPG funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22EMPG funds, including, but not limited to, those contained in 2 CFR 200.

- ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG)* document, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention

requirements of this Agreement and be made available upon request by the Department and auditors.

- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (formerly CFDA Number) (Face Sheet, Box 13)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
 - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date,

when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

- A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
- B. For Equipment:
 - 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018). Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- iv. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - v. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - vi. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - vii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the

proposed project has the potential to impact environmental resources and/or historic properties.

- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
 - viii. Review of financial and performance reports
 - ix. Monitoring and documenting the completion of Agreement deliverables
 - x. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
 - xi. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
 - xii. Observation and documentation of Agreement related activities, such as exercises, training, events, and equipment demonstrations
 - xiii. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive federal preparedness funding from the Department, the Subrecipient must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives located at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

The Department receives EMPG funding from DHS/FEMA, to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

A portion of the grant program is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

- a. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
- b. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
- c. The Subrecipient shall provide a fifty percent cash match of non-federal origin. The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment F). To meet matching

requirements, the Subrecipient's cash matching contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.

- d. The Subrecipient shall participate in the State's annual Stakeholder Preparedness Review (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
 - e. Subrecipients shall participate in the State's annual Integrated Preparedness Planning Workshop (IPPW). Non-participation may result in withholding of funding under future grant years.
 - f. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
 - g. All personnel funded in any part through federal award or matching funds under this Agreement shall complete and record proof of completion of:
 - i. NIMS training requirements outlined in the NIMS Training Program located at <https://www.fema.gov/emergency-managers/nims/implementation-training> (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel) and
 - ii. Either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy.
- The Subrecipient will report training course completion by individual personnel along with the final report.
- h. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 22EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22EMPG Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- e. **“Stakeholders Preparedness Report (SPR)”** The SPR is an annual three-step self-assessment of a community’s capability levels based on the capability targets identified in the THIRA.
- f. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.1 for all other purposes.
- g. **“Threat and Hazard Identification and Risk Assessment (THIRA)”** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community’s capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient’s project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE “ADA” 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <https://mil.wa.gov/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' *Debarred Vendor List* (<https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/vendor-debarment>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*,” and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “*Debarment and Suspension*.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment is mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory,

mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right

of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity"

means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.36 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**22EMPG Award Letter
EMS-2022-EP-00006-S01**

Award Letter



U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2022-EP-00006

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Emergency Management Performance Grants has been approved in the amount of \$8,625,483.00. As a condition of this award, you are required to contribute a cost match in the amount of \$8,625,483.00 of non-Federal funds, or 50 percent of the total approved project costs of \$17,250,966.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PATRICK GERARD MARCHAM

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Emergency Management Performance Grants

GRANTEE: Washington Military Department
PROGRAM: Emergency Management Performance Grants
AGREEMENT NUMBER: EMS-2022-EP-00006-S01

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Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article III - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article IV - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article IX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity

receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article X - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVI - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XIX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XX - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXI - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXIV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXV - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social

services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVIII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXIX - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXX - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXI - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXV - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVI - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXVIII - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXIX - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XL - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLI - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLIV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the

award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLV - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

BUDGET COST CATEGORIES

Personnel	\$4,529,534.00
Fringe Benefits	\$1,604,921.00
Travel	\$0.00
Equipment	\$10,000.00
Supplies	\$94,353.00
Contractual	\$10,598,626.00
Construction	\$0.00
Indirect Charges	\$405,086.00
Other	\$8,446.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMS-2022-EP-00006-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. N/A	4. TYPE OF ACTION AWARD	5. CONTROL NO. SX00503N2022T , SX00503N2022T		
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603			
9. NAME OF RECIPIENT PROJECT OFFICER Tirzah Kincheloe	PHONE NO. 2535127456	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 08/23/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement		14. PERFORMANCE PERIOD From: 10/01/2021 To: 09/30/2024 Budget Period 10/01/2021 09/30/2024		
1 5. DESCRIPTION OF ACTION						
a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2022-FA-GA01-R107- -4120-D	\$0.00	\$7,560,609.00	\$7,560,609.00	See Totals
Emergency Management Performance Grants	97.042	2022-FE-GA01-R107- -4120-D	\$0.00	\$1,064,874.00	\$1,064,874.00	See Totals
			\$0.00	\$8,625,483.00	\$8,625,483.00	\$8,625,483.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Sierra Wardell, Preparedness Grants Section Section Supervisor					DATE Fri Aug 26 21:02:34 GMT 2022	
18. FEMA SIGNATORY OFFICIAL (Name and Title)					DATE Tue Aug 23 16:59:20 GMT 2022	

PATRICK GERARD MARCHAM,

WORK PLAN

FY 2022 Emergency Management Performance Grant

Emergency Management Organization	City of Marysville
Project Title	Compact Rapid Deployable System
Core Capability	Operational Communications

How does this project support the goals of the EMO's emergency management program?

This purchase would support our response mission and the Operational Communications Core Capability. One of the most essential needs during an emergency situation is communication. Studies show that during an incident, information is as critically important to people as food or water. Not only can accurate information mean the difference between life and death, it can provide reassurance that response and recovery are truly underway. During disaster situations, such as Hurricane Katrina, more than 70 percent of cell towers went down — and stayed down for weeks. Cell phone communication is very vulnerable, and relying on cell tower availability during a disaster situation can be a challenge. The purchase of the Compact Rapid Deployable (CRD) for FirstNet users and Internet Connectivity will be a critical piece of the puzzle for the City of Marysville to allow for cell communication between first responders during a disaster.

What is the desired outcome of the project?

The desired outcome of this project is to purchase and provide training for the CRD. In addition, to provide available connectivity for first responders and citizens to allow for communication during a disaster situation. The CRD being requested can be transported by a single person, off ground, on any 2" Class 3 or better trailer hitch, with no lifting required to mount or dismount. The unit allows for a 2-mile range for connectivity by FirstNet users, provides a wi-fi hotspot for a radius of 500 feet, allows for up to 600 connected LTE devices, provides high-speed satellite internet, and is waterproof and weatherproof.

How will successful completion be measured?

The purchase and subsequent training for the CRD will be a quantifiable measurement of the project implementation. In the unlikely event of a real disaster situation, the connected usage of the CRD will also be quantifiable.

How does this project support community and/or stakeholder collaboration to foster a culture of preparedness and resilience?

All first responders in the County have FirstNet cellular availability. This allows for them to utilize cellular connectivity within the 2-mile radius of the CRD. Community members without FirstNet availability will also be able to connect to the CRD to receive disaster messaging in the vicinity of the unit. Preparing in advance for disaster situations and acknowledging the need for rapid, available communication fosters a culture of preparedness.

TIMELINE**FY 2022 Emergency Management Performance Grant**

DATE	TASK
January 1, 2024	Grant Agreement Start Date
September 30, 2024	Grant Agreement End Date
November 14, 2024	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the above Timeline.

For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the above Timeline.

BUDGET**FY 2022 Emergency Management Performance Grant****22EMPG AWARD \$ 44,744.00**

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
ORGANIZATION	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ 11,493
	Subtotal	\$ -	\$ 11,493
EXERCISE	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ 44,744	\$ 33,251
	Subtotal	\$ 44,744	\$ 33,251
M&A	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
	Indirect Cost Rate on file	0.00%	for Time Period of: N/A
TOTAL Grant Agreement AMOUNT:		\$ 44,744	\$ 44,744

The Subrecipient will provide a match of **\$44,744** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without **prior** written approval from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 723PT – EMPG

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME City of Marysville		Doing business as (DBA)	
ADDRESS 501 Delta Avenue Marysville WA 98270	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 600-200-009	Federal Employer Tax Identification #: 91-6001459
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: Jon Nehring, Mayor

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word “proposal” mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a “lower tier participant”?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION City of Marysville	DATE SUBMITTED 6/4/2024
PROJECT DESCRIPTION 2022 EMPG Reallocation	CONTRACT NUMBER E24-336

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Jon Nehring	Mayor

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Jon Nehring	Mayor

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Sarah LaVelle	Emergency Prep. Manager
	Stephen Doherty	Information Services Director

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Emergency Preparedness Manager Sarah Lavelle, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Intergovernmental Agreement for EMAC and PNEMA Assistance

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Intergovernmental Agreement for EMAC and PNEMA Assistance between the Washington Military Department and the City of Marysville.

SUMMARY:

This agreement enable the City to participate in the Emergency Management Assistance Compact (EMAC) and the Pacific Northwest Emergency Management Arrangement (PNEMA) to allow for interstate and international mutual aid in the event of a disaster. This replaces an expiring agreement that had been approved by Council on 9/9/2019.

Emergency Management Assistance Compact (EMAC) provides interstate mutual aid. EMAC is a national governor's interstate mutual aid compact that facilitates the sharing of resources, personnel and equipment across state lines during times of disaster and emergency. EMAC is formalized into law (RCW 38.10.010) and requires a Governor's Proclamation before use. The members of EMAC include all 50 U.S. states, Puerto Rico, the U.S. Virgin Islands, Guam and the District of Columbia.

Pacific Northwest Emergency Management Arrangement (PNEMA) provides international mutual aid. PNEMA is an inter-jurisdictional agreement that enables entities to provide mutual assistance and the sharing of resources during times of need and for cooperative activities to improve civil preparedness and response across jurisdictional boundaries. PNEMA is governed by Public Law 105-381, 105th Congress and does not require a Governor's Proclamation before use. The members of PNEMA include the states of Washington, Oregon, Idaho, Alaska and the Province of British Columbia and the Yukon Territory.

ATTACHMENTS:

[U24-024 City of Marysville EMAC PNEMA IGA.pdf](#)

INTERGOVERNMENTAL AGREEMENT FOR EMAC AND PNEMA ASSISTANCE BETWEEN

Washington Military Department
Bldg 20, M/S: TA-20
Camp Murray, WA 98430-5122
FAX: 253-512-7203

AND City of Marysville
501 Delta Avenue
Marysville WA 98270-4540
Phone: 360-363-8096
FAX: 360-651-5033

Contact Person: Mark Douglas
Email: mark.douglas@mil.wa.gov
Phone: 253-512-7097

Contact Person: Sarah LaVelle
Email: slavelle@marysvillewa.gov

Contact: Suaidi Sudirjo
Email: Suaidi.sudirjo@mil.wa.gov
Phone: 253-208-6507

SWV:
UBI: 600-200-009

Start Date: Upon Signature

End Date: 5 years from date

1. INTRODUCTION:

This Intergovernmental Agreement (Agreement), pursuant to Ch. 38.10 RCW (Emergency Management Assistance Compact (EMAC)), Ch. 39.34 RCW (Interlocal Cooperation Act), Ch. 38.52 RCW (Emergency Management Act), and the Pacific Northwest Emergency Management Arrangement (PNEMA), is made and entered into by and between the Washington State Military Department through its Emergency Management Division (EMD), and the local jurisdiction within the State of Washington identified above, hereinafter referred to as "Jurisdiction". EMD, through these authorities, coordinates interstate mutual aid according to the model presented in the National Strategy for Homeland Security. EMAC, Chapter 38.10 RCW, and Public Law 104-321, authorize and direct the deployment of certain necessary mutual aid between the EMAC participants, who are currently all fifty states, Puerto Rico, Guam, the U.S. Virgin Islands, and the District of Columbia. PNEMA and Public Law 105-381 authorize and direct the deployment of certain necessary mutual aid between the PNEMA participants, who are currently the States of Alaska, Idaho, Oregon, and Washington, the Canadian Province of British Columbia, and the Yukon Territory. This Agreement provides for the use of authorized resources (including employees and equipment) of the Jurisdiction in responding to requests for EMAC or PNEMA assistance from a participating party in which EMD has identified authorized resources of the Jurisdiction that are qualified and immediately available to deploy and perform the requested EMAC or PNEMA assistance in a requesting participating party.

2. SCOPE:

Pursuant to this Agreement, the authorized resources of the Jurisdiction will be deployed to provide EMAC or PNEMA assistance. When the deployed authorized resources of the Jurisdiction are employees of the Jurisdiction, those Jurisdiction employees will be treated as state employees for purposes of EMAC or PNEMA deployment only and will be entitled to the rights and benefits under EMAC or PNEMA available to state officers and employees, but not for any other purpose. The Jurisdiction will be reimbursed for authorized costs incurred as a result of authorized resource deployment as provided in this Agreement.

3. Authorization and Deployment of Resources

- a. This Agreement is not an authorization to deploy. EMAC and PNEMA deployment of the Jurisdiction's resources under this Agreement shall only be authorized as provided in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties. The Jurisdiction shall not deploy any resources under this Agreement except in compliance with such authorization. No reimbursement will be provided for resources deployed that are inconsistent with such authorization.

- b. Jurisdiction resources authorized for deployment under this Agreement (the “authorized resources”) are only those listed on mutually executed amendments in the form attached hereto as “Attachment A” that references this Agreement by number and includes the authorized charge code, EMAC or PNEMA mission number and disaster name, identification of the authorized resource (employee/equipment), description of the anticipated EMAC or PNEMA duties, maximum reimbursement, estimated duration of deployment, reporting location, point of contact at the destination, and completed verification of credentials.

4. Financial Management and Reimbursement

- a. The Military Department will reimburse the Jurisdiction for the expenses of authorized resources deployed under this Agreement up to the maximum amount provided for herein to the extent supported by proper documentation establishing the expenses were actually incurred pursuant to authorized deployment under the Agreement. No reimbursement will be provided for resources deployed inconsistent with the authorization contained in a completed amendment to this Agreement in the form attached hereto as “Attachment A” that has been mutually executed by the parties.
- b. The authorized resource expenses that may be reimbursed are only those contained in a completed amendment to this Agreement in the form attached hereto as “Attachment A” that has been mutually executed by the parties, and include employee salary, benefits, overtime, air and land travel expenses, lodging, per diem, and equipment use and operation costs. Unless this Agreement is amended by Attachment A to provide otherwise, lodging and per diem shall only be reimbursed in accordance with the United States General Services Administration (GSA) rates for the applicable deployment location existing at the time of deployment under this Agreement, which are located at <http://www.gsa.gov/portal/category/21287>.
- c. The maximum amount of reimbursement for Fire District and Fire Department authorized resources shall be based on the Washington State Fire Chiefs Rate Schedule in effect at the time of deployment, which is incorporated herein by reference. For all other Jurisdictions, the maximum amount of reimbursement for authorized employee expenses under this Agreement shall be the lesser of (1) the maximum amount identified in the mutually executed Attachment A to this Agreement and amendments thereto, or (2) the amount that the employee would have received in the absence of this Agreement. In no case will reimbursement for authorized resources of any Jurisdiction (including Fire Districts and Fire Departments) exceed the maximum estimated total resource cost identified in the mutually executed Attachment A or a subsequent mutually executed written amendment thereto in the same form.
- d. The Jurisdiction shall maintain books, records, documents, receipts and other evidence which sufficiently and properly support and reflect all costs and expenditures authorized by this Agreement. These records shall be subject to inspection, review or audit during normal business hours by authorized Department personnel or its designee(s), the Office of the State Auditor, and federal officials so authorized by law. Such books, records, documents, receipts and other material relevant to this Agreement shall be retained for six (6) years after expiration.
- e. The Jurisdiction will submit a final state invoice voucher identifying this Agreement and the appropriate charge code to the Military Department within 45 days after return by the deployed authorized resource and must include documentation and receipts supporting all claimed reimbursement. The Jurisdiction agrees to immediately comply with any request by EMD for additional supporting documentation or receipts.

5. Resource Management

- a. The Jurisdiction agrees that it will only deploy employees as authorized resources under this Agreement who are fully qualified and capable of performing the duties described in the completed and mutually executed Attachment A and under the conditions described therein. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement are determined by the EMAC or PNEMA requesting participant, in its sole discretion, to not meet this requirement, those employees may in the sole discretion of the EMAC or PNEMA requesting

participant be returned to the Jurisdiction from which they deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the employee(s) will not be reimbursed under this Agreement. Such qualifications and capabilities shall include, but not be limited to, the following:

- 1) Has completed training for ICS 100, 700 and 800
- 2) Has received training customary or required for the position for which they are being deployed
- 3) Currently possesses all certifications and licenses required in the state of Washington to perform the duties for which they are being deployed
- 4) Has previous experience operating in the position for which they are being deployed
- 5) Has the ability to fully and effectively perform all duties of the position for which they are being deployed

The Jurisdiction agrees to maintain documentation of its authorized employee's qualifications and capabilities and sign a completed Verification of Credentialing form as provided in Attachment A as part of any amendment authorizing resource deployment under this Agreement.

- b. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement exhibits behavior, conduct or other condition that, in the sole discretion of the EMAC or PNEMA requesting participant, interferes with the employee's ability to perform the duties for which they are deployed, the EMAC or PNEMA requesting participant may, in its sole discretion, return the employee to the Jurisdiction from which the employee deployed at the sole cost and expense of the Jurisdiction, and such cost and expense will not be reimbursed under this Agreement.
- c. The Jurisdiction agrees that it will only deploy equipment as an authorized resource under this Agreement that is in good working order and condition when deployed. If the EMAC or PNEMA requesting participant determines in its sole discretion that any such equipment is not in good working order or condition at the time of deployment, the EMAC or PNEMA requesting participant may, at its sole discretion, return such equipment to the Jurisdiction from which it was deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the equipment will not be reimbursed under this Agreement.
- d. The Jurisdiction agrees that its employees deployed under this Agreement will be required by the Jurisdiction to conduct themselves in a professional and ethical manner throughout the period of deployment, consistent with all laws, regulations and policies applicable to the Jurisdiction and its employees.
- e. Hold Harmless. To the extent allowed by law, each party shall defend, protect and hold harmless the other party from and against any claims, suits, and/or actions arising from any negligent act or omission of that party's employees, agents and or authorized representatives while performing under this Agreement.

6. Alterations And Amendments

This Agreement and any of its Attachments may only be altered or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. All other terms and conditions of this Agreement shall remain in full force and effect and binding upon the parties.

7. Termination

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Department:

For the Jurisdiction:

BY:

Regan Anne Hesse	Date
Chief Financial Officer	
Washington Military Department	

BY:

Jon Nehring
Mayor
City of Marysville

Date

BOILERPLATE APPROVED AS TO FORM:

Dierk Meierbachtol 9/15/2022
Assistant Attorney General

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME City of Marysville		Doing business as (DBA)	
ADDRESS 501 Delta Avenue Marysville WA 98270	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 600-200-009	Federal Employer Tax Identification #: 91-6001459
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
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9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: Jon Nehring, Mayor

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

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What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word “proposal” mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

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Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION City of Marysville	DATE SUBMITTED 6/4/2024
PROJECT DESCRIPTION EMAC and PNEMA Assistance Intergovernmental Agreement	CONTRACT NUMBER U24-024

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Jon Nehring	Mayor

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Jon Nehring	Mayor

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Sarah LaVelle	Emergency Prep. Manager
	Jennifer Ferrer-Santa Ines	Finance Director

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
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3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 3, 2024
SUBMITTED BY:	City Attorney Jon Walker, Legal
ITEM TYPE:	Interlocal Agreement
AGENDA SECTION:	New Business
SUBJECT:	Amended and restated Snohomish County Regional Public Safety Communications Agency Interlocal Agreement with SNO911.
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the mayor to sign and execute the Amended and Restated Regional Public Safety Communications Agency Interlocal Agreement.
SUMMARY:	The City has a longstanding interlocal agreement with Sno911 and the other agencies that utilize Sno911's emergency communications services. This amendment to the agreement changes the process for selecting governing board members and alternates for law enforcement agencies. The current method relies on population only while the proposed method would utilize each agency's pro rata share of the Admin/Technology Cost Center. The SNO911 Board believes this change is a better representation of members size, usage, and participation on the Agency. There is also a non-voting board seat that would be eliminated.

ATTACHMENTS:
[SNO911 Interlocal Agreement 2024 Update-redlined.pdf](#)
[ILA-Changes-Notification 20240408.pdf](#)

**AMENDED AND RESTATED
SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY
COMMUNICATIONS AGENCY
INTERLOCAL AGREEMENT**

**REVISED AUGUST 2, 2018; SEPTEMBER 19, 2019; NOVEMBER 21, 2019;
AUGUST 20, 2020; APRIL 21, 2022, XXX XX, 2024**

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AMENDED AND RESTATED SNOHOMISH COUNTY REGIONAL PUBLIC
SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT (this “Agreement”), incorporating all exhibits hereto, is authorized by the parties to the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement effective as of ~~April 21, 2022~~June 20, 2024.

RECITALS

WHEREAS, pursuant to chapters 24.03 and 24.06 of the Revised Code of Washington (“RCW”), the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, deemed adopted and effective as of January 1, 2018, including the exhibits thereto (the “Original Agreement”), and the Articles of Incorporation Due to Consolidation filed on October 18, 2017 (the “Articles of Consolidation”), the governing boards of the Southwest Snohomish County Public Safety Communication Agency, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.03 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SNOCOM”), and the Snohomish County Police Staff and Auxiliary Services Center, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SNOPAC”), voted to consolidate SNOCOM and SNOPAC into a new single corporation under chapter 24.06 RCW known as the “Snohomish County Regional Public Safety Communications Agency” (“Snohomish County 911”); and

WHEREAS, the governing boards of Snohomish County 911 and the Snohomish County Emergency Radio System, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SERS”), voted to merge SERS into Snohomish County 911 effective January 1, 2019; and

WHEREAS, Snohomish County 911 provides emergency communication services on behalf of its member agencies throughout Snohomish County; and

WHEREAS, the Original Agreement was amended on August 2, 2018; September 19, 2019; November 21, 2019; ~~and~~ August 20, 2020; and April 21, 2022;

WHEREAS, by this Amended and Restated Agreement effective as of the date stated above, the Governing Board of Snohomish County 911 desires to create procedural

efficiencies and remove historical provisions that are no longer applicable from this Agreement;

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act (chapter 39.34 RCW) and the Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 RCW);

NOW THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth herein, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF SNOHOMISH COUNTY 911; MERGER.

a. Creation of Snohomish County 911. Pursuant to Resolution No. 2017-02 adopted by the SNOCOM Board of Directors on October 12, 2017 and Resolution No. 2017-02 adopted by the SNOPAC Board of Directors on October 12, 2017, at least two-thirds of each Board voted in favor of consolidating SNOCOM and SNOPAC as described in the Original Agreement and approved a plan of consolidation (the “Plan of Consolidation”) as required by chapters 24.03 and 24.06 RCW. Subsequent to such approval, representatives of SNOCOM and SNOPAC executed the Articles of Consolidation and filed such Articles with the Secretary of State. As permitted by RCW 23.95.210, the effective date for the consolidation was January 1, 2018 (the “Consolidation Effective Date”). As of the Consolidation Effective Date:

i. SNOCOM and SNOPAC became a single corporation to be known as “Snohomish County 911.” Snohomish County 911 was organized as a municipal instrumentality of its Principals pursuant to RCW 39.34.030 and as a nonprofit corporation under chapter 24.06 RCW as authorized by chapter 39.34 RCW.

ii. SNOCOM, SNOPAC and each party to the Original Agreement (listed in **Exhibit C** attached hereto) delegated to Snohomish County 911 the authority to provide emergency communication services as provided herein.

iii. The separate existence of SNOCOM and SNOPAC, except as formed as Snohomish County 911, ceased.

iv. As a result, Snohomish County 911 possesses all the rights, privileges, immunities, and franchises, of both a public and private nature, of each of SNOCOM and SNOPAC; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to each of SNOCOM and SNOPAC, were

taken and deemed transferred to and vested in Snohomish County 911 without further act or deed; and title to any real estate, or any interest therein, vested in Snohomish County 911.

v. Snohomish County 911 is responsible and liable for all the liabilities and obligations of each of SNOCOM and SNOPAC, and any claim existing or action or proceeding pending by or against any of such corporations may be prosecuted as if such consolidation had not taken place, or Snohomish County 911 may be substituted in its place. Neither the rights of creditors nor any liens upon the property of SNOCOM or SNOPAC shall be impaired by such consolidation.

vi. Snohomish County 911, as successor to SNOCOM and SNOPAC, has all rights, privileges, interest, defenses and indemnity protections of all insurance providers for SNOCOM and SNOPAC, including past and current providers, that existed prior to consolidation.

b. Merger of SERS and Snohomish County 911. Pursuant to Resolution No. 18-01 adopted by the SERS Board of Directors on October 4, 2018 and Resolution No. 2018-17 adopted by the Snohomish County 911 Board of Directors on October 18, 2018, at least two-thirds of each Board voted in favor to merge SERS into Snohomish County 911 as described in this Agreement and approved a plan of merger (the “Plan of Merger”) as required by chapter 24.06 RCW. Subsequent to such approval, representatives of SERS and Snohomish County 911 executed the Articles of Merger and filed such Articles with the Secretary of State. As permitted by RCW 23.95.210, the effective date for the merger was January 1, 2019 (the “Merger Effective Date”). As of the Merger Effective Date:

i. SERS was merged into Snohomish County 911 as provided in the Articles of Merger.

ii. The separate existence of SERS ceased.

iii. Snohomish County 911 thereupon and thereafter possessed all the rights, privileges, immunities, and franchises, of both a public and private nature, of SERS; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to SERS, were and shall be taken and deemed to be transferred to and vested in Snohomish County 911 without further act or deed; and the title to any real estate, or any interest therein, vested in Snohomish County 911 shall not revert or be in any way impaired by reason of such merger.

iv. Snohomish County 911 was and shall be responsible and liable for all the liabilities and obligations of SERS, and any claim existing or action or proceeding pending by or against any of such corporation may be prosecuted as if such merger had not taken place, or Snohomish County 911 may be substituted in its place. Neither the rights of creditors nor any liens upon the property of SERS shall be impaired by such merger.

v. Snohomish County 911, as successor to SERS, has all rights, privileges, interest, defenses and indemnity protections of all insurance providers for SERS, including past and current providers, that existed prior to merger.

vi. All amounts held in reserve funds held by SERS as of the Merger Effective Date were transferred to Snohomish County 911 to be placed in a Radio System reserve fund or funds at Snohomish County 911.

vii. The statements set forth in the Articles of Merger shall be deemed to be the articles of incorporation of Snohomish County 911, and shall amend and restate, in their entirety, the Articles of Consolidation.

viii. This Agreement shall govern the Snohomish County 911.

ix. Snohomish County 911 has and shall continue to have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a nonprofit corporation organized under chapter 24.06 RCW.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall carry forward the initial 6-year term provided for in the Original Agreement. The initial term of this Agreement, therefore, shall be from the Merger Effective Date through December 31, 2023 (the “Initial Term”). Thereafter, this Agreement shall be of infinite duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from this Agreement, provided that a Principal may convert or be converted to Subscriber status as provided in Sections 12 and 14, may annex to or join with another Principal as described in Section 6.q, or may upon action of the Governing Board be terminated from participation in this Agreement as provided in Section 12.

SECTION 3. DEFINITIONS.

Capitalized terms used in this Agreement shall have the following meanings:

a. Additional Services. “Additional Services” are optional services provided by Snohomish County 911 that assist Participating Agencies in the performance of their

emergency services duties but are outside the scope of Emergency Communications Services as defined in Section 4.a., for example and without limitation, managed mobile computer services. Additional Services may be offered to all Principals and Subscribers from time to time by separate contract. Terms of agreement for provision of Additional Services are to be negotiated between Snohomish County 911 and a Participating Agency and require Simple Majority Vote approval of the Governing Board. Fees for Additional Services are not part of the Assessment Formula and are not considered User Fees.

b. Agreement. “Agreement” means this Amended and Restated Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, as it may hereafter be further amended or modified from time to time, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

c. Ancillary Services. “Ancillary Services” are services that are part of the overall array of Emergency Communications Services, and related to the core functioning of Emergency Communications Services, for example and without limitation, Police Records Services and school panic button monitoring. Ancillary Services are provided by Snohomish County 911 to all Principals and Subscribers and the costs of Ancillary Services are incorporated into User Fees and Assessments.

d. Articles of Consolidation. “Articles of Consolidation” mean the Articles of Incorporation Due to Consolidation of Snohomish County 911 as defined in Section 1.

e. Articles of Merger. “Articles of Merger” mean the Articles of Incorporation Due to Merger of Snohomish County 911 as defined in Section 1.

f. Assessments. “Assessments” mean the portion of User Fees charged to Principals for Emergency Communication Services in accordance with the Assessments formula as provided for in **Exhibit B**. Assessments are a subset of User Fees. Changes to the Assessment formula require Supermajority Approval of the Governing Board.

g. Associate Agency. “Associate Agency” is a unit of local government that has agreed to the terms of this Agreement from time to time who is not a Direct Provider and is not Directly Served by Snohomish County 911 but which receives police and/or fire/EMS services through a contract with a Principal or Subscriber of Snohomish County 911. Associate Agencies participate in the selection of a non-voting Governing Board Member as described in **Exhibit A**. A list of the Associate Agencies as of the Merger Effective Date is included in **Exhibit C**.

h. Consolidation Effective Date. “Consolidation Effective Date” means January 1, 2018.

i. Directly Served. “Directly Served” means Principals and Subscribers who receive Emergency Communication Services from Snohomish County 911 and pay User Fees to Snohomish County 911 in exchange for such services. A Principal or Subscriber may operate both fire/EMS service and police service but elect to have only one or the other service Directly Served by Snohomish County 911.

j. Direct Provider. “Direct Provider” means a Participating Agency that provides fire/EMS services and/or police services directly, rather than through contract with another agency.

k. EMS. “EMS” means Emergency Medical Services as described in RCW 84.52.069(5), as now or later amended, including the provision by the Participating Agencies of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or EMS.

l. Enhanced Police Records Services. “Enhanced Police Records Services” are services in addition to Police Records Services, and include computer searches and actions to enter, modify or delete computer police records associated with: misdemeanor warrants, orders of protection and other orders and directives; stolen property, vehicles, guns or missing persons; performing 20-minute warrant hit confirmations; and serving as the legal holder of records on behalf of a Police Agency for such records.

m. Executive Director. The “Executive Director” is the chief executive officer for Snohomish County 911 appointed by and serving at the pleasure of the Governing Board.

n. Emergency Communication Services. “Emergency Communication Services” mean those services described in Section 4.a.

o. Emergency Public Safety Radio System. The “Emergency Public Safety Radio System” or “Radio System” is the Snohomish County emergency radio system developed, owned and operated by SERS prior to the Merger Effective Date, including all additions, replacement and improvements thereto, and shall include the Emergency Radio System Replacement Project.

p. Emergency Public Radio System Replacement Project. The “Emergency Public Radio System Replacement Project” or “Radio System Replacement Project” is the project to (i) replace and upgrade the Radio System as it exists as of the Merger Effective Date, including all equipment, improvements and real and personal property necessary to accomplish such project, (ii) provide for an initial replacement of the existing subscriber

equipment for public safety agencies within Snohomish County, and (ii) replace the existing alpha-numeric paging system.

q. Fire Agency. A “Fire Agency” is a Principal that is a Direct Provider of fire and/or EMS services.

r. Fire/EMS Technical Advisory Committee. The “Fire/EMS Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber fire and EMS departments or agencies as described in Section 7.

s. Governing Board. The “Governing Board” is the body described in Section 6 and shall be the governing body of Snohomish County 911.

t. Initial Term. “Initial Term” shall have the meaning set forth in Section 2 of this Agreement.

u. Merger Effective Date. The “Merger Effective Date” is January 1, 2019.

v. Member. A “Member” or “Governing Board Member” is the individual representing a Principal on the Governing Board, or his or her designated alternate.

w. Original Agreement. “Original Agreement” means the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, deemed adopted and effective as of January 1, 2018, including the exhibits thereto. The parties to the Original Agreement were Principals of Snohomish County 911 as of the Consolidation Effective Date and will continue to be Principals of Snohomish County 911 as of the Merger Effective Date. A list of the Principals as of the Merger Effective Date is included in **Exhibit C**.

x. Participating Agencies or Participants. “Participating Agencies” or “Participants” refer to Principals and all Subscribers, as they may be so constituted from time to time, and individually referred to as a “Participating Agency” or “Participant.”

y. Plan of Consolidation. “Plan of Consolidation” means the plan approved by SNOPAC and SNOCOM as required by chapters 24.03 and 24.06 RCW.

z. Plan of Merger. “Plan of Merger” means the plan approved by Snohomish County 911 and SERS as required by chapter 24.06 RCW.

aa. Police Agency. A “Police Agency” is a Principal that is a Direct Provider of policing services.

bb. Police Records Services. “Police Records Services” include performing computer searches and entries to locate and/or clear of public safety database records (WACIC/NCIC) including but not limited to stolen articles, stolen vehicles, stolen guns, missing persons and warrants, as well as entry and dissemination of State ACCESS system administrative messages.

cc. Police Technical Advisory Committee. The “Police Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber police, sheriff or similar departments or agencies as described in Section 7.

dd. Principal. A “Principal” is a general purpose municipal corporation or government agency, a fire district, a Public Safety Interlocal Operation, a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a State agency created under the laws of State, which is a Direct Provider of police services or fire/EMS services or both, and which is a party to the Original Agreement, has executed this Agreement, or has agreed in writing to the terms of this Agreement. The Principals of Snohomish County 911 as of the Merger Effective Date are listed in **Exhibit C**.

ee. Public Safety Interlocal Operation. “Public Safety Interlocal Operation” includes a joint operation of fire districts and cities for provision of public fire and EMS services entered into and operating pursuant to chapter 39.34 RCW, and may also include a public development authority created pursuant to RCW 35.21.730 et. seq. or a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a nonprofit corporation created for the purpose of facilitating a joint operation between fire districts and cities pursuant to RCW 39.34.030(3).

ff. Radio System. “Radio System” means the Emergency Public Safety Radio System.

gg. Radio Unit. A “Radio Unit” is a mobile (vehicular), portable (handheld) or control station (desktop) radio which has been authorized and programmed to operate on the Emergency Public Safety Radio System.

hh. Representative. “Representative” refers to the individual representing a Principal or a Subscriber on the Police Technical Advisory Committee or Fire/EMS Technical Advisory Committee, or his or her designated alternate.

ii. SERS. “SERS” was the Snohomish County Emergency Radio System agency created pursuant to chapters 39.34 and 24.06 RCW and an interlocal agreement effective July 1, 1999, as thereafter amended.

jj. Simple-Majority Vote. A “Simple-Majority Vote” of the Governing Board means a majority of the votes of the Members present constituting a quorum and voting.

kk. Single-Service Principal. A “Single-Service Principal” is a Principal that is formed as a city or town under the laws of State that (1) directly provides either fire/EMS service or police service, but not both, and (2) receives the service it does not directly provide from a Principal or Subscriber.

ll. SNOCOM. “SNOCOM” was the Southwest Snohomish County Public Safety Communication Agency, formed pursuant to chapters 39.34 and 24.03 RCW.

mm. Snohomish County 911. “Snohomish County 911” refers to the intergovernmental agency formed as of the Consolidation Effective Date pursuant to chapters 39.34 and 24.06 RCW, the Original Agreement (as amended and restated by this Agreement) and the Articles of Consolidation.

nn. SNOPAC. “SNOPAC” was the Snohomish County Police Staff and Auxiliary Services Center formed pursuant to chapters 39.34 and 24.06 RCW.

oo. State. “State” means the state of Washington.

pp. Subscriber. A “Subscriber” is a public or private entity or agency that has agreed to pay Snohomish County 911 for Emergency Communication Services or other services as offered at a rate or rates according to such terms and conditions as may be established by Snohomish County 911 as evidenced by separate contract between Snohomish County 911 and such entity. A “Subscriber” may also be a Principal that is converted to Subscriber status as provided in Sections 12 and 14.

qq. Supermajority Vote. A “Supermajority Vote” means Governing Board approval of an item accomplished by securing affirmative votes of both: (1) not less than seventy percent (70%) of all Members of the Governing Board present constituting a quorum and voting, and (2) not less than one voting Governing Board Member representing a Principal Fire Agency or Agencies.

rr. Technical Advisory Committees. “Technical Advisory Committees” are the Police Technical Advisory Committee and the Fire/EMS Technical Advisory Committee established by Section 7.

ss. User Fees. “User Fees” are fees for service charged to Participating Agencies for all services for Emergency Communication Services provided by Snohomish County 911 whether provided to Principals or Subscribers. User Fees exclude fees for Additional Services and nominal annual membership fees charged to Associate Agencies.

User Fees charged to Subscribers may be approved by Simple Majority Vote of the Governing Board.

tt. 911 Calls. “911 Calls” are those calls received or dispatched via the statewide emergency communication network of telephone or via other communications means as described in chapter 38.52 RCW.

SECTION 4. SNOHOMISH COUNTY 911 SERVICES.

a. Snohomish County 911 has the responsibility and authority for providing Emergency Communication Services and all related incidental functions for communicating and dispatching services between the public and Participating Agencies in the furtherance of improved public safety and emergency response, including the following more specifically described services (collectively, “Emergency Communication Services”):

i. Receiving 911 Calls and non-emergency public safety calls for police, fire and medical services;

ii. Notifying, dispatching, directing, supporting and coordinating public safety personnel response, including dispatching emergency police, fire, medical and other special or supporting specialized emergency responses services and resources (for example and without limitation, SWAT response);

iii. Hosting, configuring, and administering public safety technology networks, systems and applications in support of the delivery of Emergency Communications Services;

iv. Updating, maintaining and managing radio communications systems (excluding, unless specifically approved by Governing Board, the Emergency Public Safety Radio System), computer systems, support files and resource materials necessary to accomplish the above;

v. Police Records Services;

vi. Establishing and updating from time to time standard protocols for communications to and from personnel in the field;

vii. Providing certain Ancillary Services; and

viii. Upon a Supermajority Vote of the Governing Board (which approval was received at the time of approval of this Agreement and shall become effective as of the Merger Effective Date), providing services previously provided

by SERS together with all necessary or advisable additional services and actions directly related to the Emergency Public Radio System.

b. Beginning January 1, 2022, Enhanced Police Records Services shall be provided as an Additional Service to former SNOCOM Police Agencies in recognition of those agencies' prior receipt of those services from SNOCOM prior to the Consolidation Effective Date.

c. Snohomish County 911 may also, when authorized by a Simple Majority Vote of the Governing Board, provide Additional Services. Additional Services will be offered by separate contract as optional services to Participating Agencies. Charges for Additional Services, if any, shall be accounted for separately and shall not be included in the calculation of User Fees.

SECTION 5. SNOHOMISH COUNTY 911 POWERS.

Snohomish County 911, through its Governing Board, shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Governing Board, as provided for in this Agreement, and including but not limited to the following:

- a. Recommend action to the legislative bodies of the Participating Agencies;
- b. Review and approve budgets for Snohomish County 911;
- c. Establish policies for expenditures of budget items for Snohomish County 911;
- d. Review and adopt personnel policies for Snohomish County 911;
- e. Review and approve operating policies and procedures for Snohomish County 911, its programs and Emergency Communication Services provided pursuant to this Agreement;
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Snohomish County 911;
- g. Conduct regular and special meetings as may be designated by the Governing Board consistent with the State Open Public Meetings Act (chapter 42.30 RCW);

h. Maintain and manage records in accordance with the State Public Records Act (chapter 42.56 RCW and chapter 40.14 RCW) and other applicable State applicable and federal records laws and regulations;

i. Determine what services (including but not limited to Emergency Communication Services and Additional Services) shall be offered and under what terms they shall be offered;

j. Retain, terminate, direct and supervise the Executive Director;

k. Create committees to review and make recommendations for purposes and duties of committees;

l. Approve strategic plans;

m. Approve the addition of new Principals and Subscribers and the terms of their participation in Snohomish County 911 and receipt of Emergency Communication Services;

n. Enter into agreements with or make purchases from third parties for goods, assets, property and/or services necessary to fully implement the purposes of this Agreement;

o. Establish fees and charges for services provided to Participating Agencies;

p. Direct and supervise the activities of any advisory board or committee established by the Governing Board;

q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;

r. To the extent permitted by law, accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute such funds;

s. Receive all funds allocated to Snohomish County 911 for services provided pursuant to this Agreement;

t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, construct, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of Snohomish County 911;

u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its real and personal property and assets;

v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in Snohomish County 911's name;

w. Make and alter bylaws for the administration and regulation of its affairs consistent with this Agreement;

x. Hold radio frequency licenses and software and other licenses to enable Snohomish County 911 to operate radio communications and dispatch systems to meet its public safety responsibilities;

y. Enter into contracts with Subscribers to provide Emergency Communication Services and Additional Services pursuant to this Agreement;

z. Any and all other acts necessary to further Snohomish County 911's goals and purposes; and

aa. Except as expressly provided above or in Section 13, Snohomish County 911 shall not have the power or authority to issue debt in its own name.

SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION.

a. Composition. Snohomish County 911 shall be governed by a Governing Board composed of fifteen (15) voting members ~~and one (1) non-voting member.~~ Ten (10) of the Governing Board voting member seats shall be allocated to Police Agencies; and five (5) Governing Board voting member seats shall be allocated to Fire Agencies; ~~and one (1) non-voting member seat shall be allocated to an Associate Agency or a Single-Service Principal.~~ Governing Board Members and their alternates shall be selected in the manner described in **Exhibit A**.

b. Qualifications to Serve. A Governing Board Member, or his or her alternate must be duly selected in the manner described in **Exhibit A** and must be either: an elected official; chief administrative officer; chief law enforcement officer or fire chief from a Principal, or a person directly-reporting to the chief law enforcement officer or fire chief; or in the case of Snohomish County, the Snohomish County Executive or a person reporting directly to the Snohomish County Executive.

c. Terms of Office. Governing Board Members are elected every two (2) years by caucuses no later than the April Governing Board meeting of that year, as described further in **Exhibit A**. The terms of the newly elected Board Members commence with the first Governing Board meeting in May.

d. Election to Receive Service From Snohomish County 911; Impact on Governing Board Representation. Each Principal shall determine which of its respective

public service departments or operations will be Directly Served by Snohomish County 911. The initial election by each Principal as to which of their respective departments or operations will receive services from Snohomish County 911 will be recorded by the submittal by each Principal of a completed service election form. The service election form determines whether a Principal participates in a caucus to select either or both a Police Agency Governing Board Member or a Fire Agency Governing Board Member. Single Service Principals shall also participate in the caucus for the non-voting Governing Board Member. Each Principal shall promptly provide written notice to Snohomish County 911 of any changes in its services impacting its qualification as a Police Agency or Fire Agency.

e. Conditions for Serving on Governing Board. All Governing Board Members and their alternates shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Governing Board Members and alternates for reasonable out-of-pocket costs related to service on the Governing Board. Members may only serve for such time as they meet the qualification of a Governing Board Member for the Principals with which they served of the start date of their then current term on the Governing Board.

f. Alternates. Alternates shall be selected and shall serve in the absence of Governing Board Members in the manner described in **Exhibit A**. Alternates must meet the same qualifications as Governing Board Member.

g. Quorum. A simple majority of the voting Members (or their alternates) in number (excluding any Member that represents a Principal which been terminated by vote of the Governing Board, or which has given notice of withdrawal and is not permitted to vote per terms of Section 17.f) shall constitute a quorum of the Governing Board for purposes of doing business on any issue.

h. Voting. The Board shall strive to operate by consensus. All Board decisions on items not listed in Section 6.i require a Simple Majority Vote for approval. A Governing Board Member may not split his or her vote on an issue and there shall be no weighted voting. No voting by proxies or mail-in ballots is allowed. Voting by a designated alternate is not considered a vote by proxy. A Governing Board Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Governing Board shall be authorized to cast votes at the Governing Board only on budget items to be implemented prior to the withdrawal or termination date.

i. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Governing Board shall be required in order to approve the following items or actions:

- i. Amendment to the Principals' Assessment formula(s);

- ii. Approval of a budget that exceeds the prior approved budget by a percentage in excess of the most recently published Consumer Price Index – Urban for the Seattle/ Tacoma/Bremerton metropolitan area, June - June, calculated by the Federal Bureau of Labor Statistics, or its successor index, plus 4% (adjusted as necessary to accomplish the same annual cost increase limitation in the event Snohomish County 911 transitions to a biennial budget).
 - iii. A decision to acquire assets, equipment, real or personal property valued at over \$500,000;
 - iv. Admission of a new Principal (other than admission of an Associate Agency as a Principal, or a Principal created by the merger, consolidation or other process as described in Section 6.r);
 - v. Reinstatement of a Principal that has been converted to Subscriber;
 - vi. Appointing the Executive Director (a Simple Majority Vote is required for removal of the Executive Director);
 - vii. Expansion of the scope of services provided by Snohomish County 911 within the Scope of Section 4.a and 4.b;
 - viii. Adoption or amendment of any bylaws, or amendment of the Articles;
 - ix. Merger, consolidation, sale of all or substantially all assets of the Snohomish County 911 per Section 19;
 - x. Modification of this Agreement (except for those items requiring approval of all legislative bodies of the Principals per Section 18);
 - xi. Termination or dissolution of Snohomish County 911 per Section 20;
 - xii. Approval of debt pursuant to Section 13; and
 - xiii. Any other action requiring a two-thirds or sixty six-percent (66%) supermajority vote under chapter 24.06 RCW.
- j. Officers. The Governing Board shall have four officers, a President and Vice-President, Secretary and Treasurer, who will serve two (2) year terms, coterminous with Governing Board Member elections. It will be the function of the President to preside at the meetings of the Governing Board. The Vice-President shall assume this role in

absence of the President. Immediately following the election of Governing Board Members, at the first meeting of the Governing Board, the officers shall be elected by Simple Majority Vote of the Members. In the event of a vacancy in the President position, the Vice-President shall assume the President position for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Governing Board shall by Simple Majority Vote elect a new Vice-President to serve to the balance of the term of the departed Vice-President. Any officer appointed by the Governing Board may be immediately removed by Simple Majority Vote of the Governing Board, with or without cause, in which event the Governing Board shall promptly elect a new officer who shall serve for the remainder of the unexpired two-year term. The Governing Board may appoint persons to serve as Secretary and Treasurer of Snohomish County 911; provided, that such persons shall not be Members of the Governing Board. The duties of all officers shall be further described in the Snohomish County 911 Bylaws.

k. Staffing. The Executive Director shall assign agency staff to support the Governing Board as he or she deems appropriate.

l. Meetings. The Governing Board shall meet not less than four (4) times per year, at least once each calendar quarter, at a time and place designated by the President of the Governing Board or by a majority of its Members. Regular meetings shall be held pursuant to a schedule adopted by the Governing Board. Special meetings may be called by the President or a majority of Governing Board Members upon giving all other Members notice of such meeting in accordance with chapter 42.30 RCW (which, as of the date of this Agreement, requires written notice to be provided to each Member at least twenty-four (24) hours prior to the meeting). Notwithstanding the foregoing, the President or Members calling a special meeting will, in good faith, attempt to provide at least ten (10) days prior written notice of a special meeting, however, failure to do so will not invalidate any otherwise legal action taken at a meeting where the proper notice was provided in accordance with chapter 42.30 RCW. In an emergency, the Governing Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Governing Board Members. Members of the Governing Board may participate in a meeting through the use of any means of communication by which all Members and members of the public participating in such meeting can hear each other during the meeting. Any Governing Board Members participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

m. Bylaws. The Governing Board shall be authorized to establish bylaws that govern procedures of the Governing Board.

n. Parliamentary Authority. Robert's Revised Rules of Order shall govern any proceeding of the Governing Board to the extent not inconsistent with this Agreement or the bylaws adopted by the Governing Board.

o. Consultation with Technical Advisory Committees. It is the intent of this Agreement that the Governing Board shall seek the active participation and advice of Participating Agencies in the determination of Snohomish County 911 operating policies. The Technical Advisory Committees shall have the opportunity to provide reports at each regular Governing Board meeting. The Governing Board shall consider input from the Technical Advisory Committees in its deliberations.

p. Boundary Changes or Service Territory Changes. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason, so that Snohomish County 911 may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees; provided, however, until such time as Snohomish County 911 has sufficiently accurate data (such as an official population estimate from the State) by which to calculate User Fees for the Participating Agencies(s) involved, Snohomish County 911 shall continue to bill each Participating Agency on the basis of Snohomish County 911's most accurate data and the parties involved in the boundary or service territory change shall amongst themselves address any User Fee allocation issues.

q. Service Changes; Merger or Annexation of a Participating Agency; Formation of New Public Safety Interlocal Operation. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason.

In the event a Participating Agency merges or annexes to a Principal or becomes a member agency of a Public Safety Interlocal Operation that is a Principal, the merged or annexed Participating Agency's rights and obligations under this Agreement shall be assumed in full by the Principal without further action by the Governing Board.

In the event that Participating Agencies, which meet the qualifications of this paragraph, join together to create a new Public Safety Interlocal Operation (for example and without limitation, creation of a new regional fire authority under chapter 52.26 RCW), and as a result of such formation the fire/EMS operation or police operation of such Participating Agencies are no longer Directly Served by Snohomish County 911, then after all of the necessary assignments and agreements are executed related to the creation of the Public Safety Interlocal Operation, the newly created Public Safety Interlocal Operation shall become a Principal and a party to this Agreement without further action of the Governing

Board. At such time the rights and obligations of the forming Participating Agencies shall be assumed by the Public Safety Interlocal Operation. Notwithstanding the foregoing, in order for the newly created Public Safety Interlocal Operation to become a Principal and a party to this Agreement without further action of the Governing Board, each Participating Agency at the time of formation of the newly created Public Safety Interlocal Operation must (i) be a current Principal and party to this Agreement, or (ii) have previously been a member of SNOCOM or SNOFAC and otherwise independently qualifies as a Principal under this Agreement.

Notwithstanding anything in this paragraph to the contrary, if a merged or annexed Principal retains a separate public safety operation that is Directly Served by Snohomish County 911, then that Principal shall maintain its status and shall retain all its rights and obligations under this Agreement with respect to its Directly Served public safety operation.

r. Associate Agencies. Associate Agencies shall be charged a nominal annual membership fee at a level set from time to time by Simple Majority Vote of the Governing Board. An Associate Agency which stops contracting for police and/or fire/EMS services from a Principal and requests to be Directly Served by Snohomish County 911 shall be approved by the Governing Board as a Principal per Section 14.d and shall not be subject to any latecomer fees in making this transition.

SECTION 7. TECHNICAL ADVISORY COMMITTEES.

a. Creation and Membership. Two Technical Advisory Committees shall be created to serve in an advisory capacity to the Governing Board and Executive Director.

i. Police Technical Advisory Committee. The Police Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber police department or equivalent agency or operation Directly Served by Snohomish County 911.

ii. Fire/EMS Technical Advisory Committee. The Fire/EMS Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber with a Fire/EMS department or equivalent agency or operation Directly Served by Snohomish County 911.

b. Technical Advisory Committee Representatives. Persons serving on either Technical Advisory Committee shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Representatives and alternates for reasonable out-of-pocket costs related to service on the Technical Advisory Committees.

c. Alternates. Each Representative serving on a Technical Advisory Committee may designate one alternate, confirmed in writing, to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective agencies. Written notice of the appointment of an alternate shall be provided to the Chair the applicable Technical Advisory Committee prior to the alternate serving in the absence of the Representative.

d. Powers. Each Technical Advisory Committee shall meet individually as frequently as their members deem appropriate, but not less than twice each year, for the purpose of promoting interagency collaboration and cooperation, information sharing, discussion and review of agency operating policy and such other matters as the Governing Board may request. The Technical Advisory Committees shall provide advice, information, and recommendations to the Governing Board and the Executive Director.

e. Quorum. One-quarter of the Representatives of each Technical Advisory Committee (or any alternates present and participating in place of a Representative) shall constitute a quorum for meetings of such Committee.

f. Voting. All actions and recommendations of the Technical Advisory Committees shall be approved by majority vote of those present and voting. Each Representative shall have one vote. There will be no weighted voting, proxy voting, or mail-in voting.

g. Officers. Each Technical Advisory Committee shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of his/her respective Technical Advisory Committee, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be annually elected by vote of the Committee Representatives.

h. Staffing. The Technical Advisory Committees shall be staffed by the Executive Director, or his or her designee, and such additional agency staffing as the Executive Director may deem appropriate.

i. Meetings. All meetings of each Technical Advisory Committee shall be open to the public if and to the extent required by chapter 42.30 RCW. Regular meetings shall be held pursuant to a schedule approved by the Technical Advisory Committee. Special meetings may be called by the Chair of the Technical Advisory Committee or a majority of the Representatives of the Technical Advisory Committee. Members of the Technical Advisory Committees may participate in meetings through the use of any means of communication by which all Representatives and members of the public participating in such meeting can hear each other during the meeting. Any Representatives participating

in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

SECTION 8. ANNUAL AGENCY REPORT.

a. Contents. The Executive Director shall prepare an Annual Agency Report no later than April of each year. The report shall include a description of:

- i. Activities of Snohomish County 911 for the previous calendar year;
- ii. The proposed work program and significant events in the current calendar year; financial condition of Snohomish County 911;
- iii. Results of Governing Board adopted performance benchmarks; and
- iv. The proposed budget policy for the upcoming year.

b. Availability. The Executive Director shall ensure that the Annual Agency Report is distributed to the Governing Board and Principals and made available the general public each year.

SECTION 9. EXECUTIVE DIRECTOR.

The Governing Board shall be responsible for the appointment and termination of the Executive Director. An interim Executive Director may be appointed to serve in such capacity until a permanent Executive Director is appointed by the Governing Board. A Supermajority Vote of the Governing Board is required to appoint the Executive Director of Snohomish County 911.

The Executive Director shall be responsible to the Governing Board and shall advise it from time to time on a proposed budget and other appropriate matters in order to fully implement the purposes of this Agreement. The Executive Director shall administer Snohomish County 911 in its day-to-day operations, including but not limited to: approving and overseeing the administration of all operating procedures and public records management procedures consistent with Governing Board policies; and appointing persons to fill other staff positions in the Snohomish County 911 and overseeing the evaluation and discipline, hiring and firing of employees, and administration of collective bargaining agreements and other personnel contracts consistent with Governing Board policies.

Only the Governing Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants or legal counsel for specialized purposes within the Executive Director's signing authority as it may be defined by the Board from time to time may be designated in such manner as the Governing Board may determine subject to Sections 5 and 6.

The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will" employee and may be terminated upon the Simple Majority Vote of the Governing Board.

SECTION 10. PERSONNEL POLICY

The Executive Director shall, as necessary from time to time, submit to the Governing Board a proposed personnel policy for the Governing Board's approval, rejection or modification. All modifications or revisions to such personnel policies must be approved by the Governing Board if and to the extent required in such policies.

SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION; RADIO SYSTEM OPERATIONS.

- a. Operational Effectiveness. The Executive Director shall actively consider and evaluate means and opportunities toward the enhancement of operational effectiveness of emergency services. The Executive Director shall present his or her recommendations to the Technical Advisory Committees and the Governing Board from time to time.
- b. Operational Standards for Radio System. The Governing Board shall adopt operation and maintenance standards for the Radio System. The Technical Advisory Committees shall submit to the Governing Board recommendations regarding operation and maintenance standards for the Radio System.
- c. Radio System Use. Each Participating Agency shall use the Radio System exclusively for approved Radio System purposes and in strict accordance with all applicable federal law and regulations. Principals hereby agree, and Subscribers shall agree in their applicable contract to agree, to abide by all Federal Communication Commission rules and regulations concerning the use of shared radio facilities.
- d. Radio System Access Priorities. Principals shall have priority access to the Radio System. Upon approval by the Governing Board, access may be provided by contract to Subscribers in the following priority:

- i. Priority 1: public safety (police, fire and emergency medical services) Subscribers; Subscribers able to interact with control stations in public school districts and public hospitals within Snohomish County; and other public agencies served by compatible radio communication systems;
- ii. Priority 2: other public agencies with emergency response duties; and
- iii. Priority 3: other entities, as determined by the Governing Board.

Emergency Public Safety Radio System Replacement Project. Notwithstanding anything in this Agreement to the contrary, no Participating Agency assumes the obligation to fund capital costs related to the design, development, construction or maintenance of the Radio System Replacement Project, and neither the full faith and credit or taxing power is pledged by a Participating Agency for such purpose, except as such obligation may be agreed to and specifically set forth in a separate agreement between the Participating Agency and Snohomish County. **SECTION 12. BUDGET; ASSESSMENT FORMULA; PAYMENT OF ASSESSMENTS; DELINQUENCIES; RESERVE FUNDS.**

a. Budget Fiscal Year. The Snohomish County 911 budget fiscal year shall be either the calendar year, or two calendar years, as the Governing Board may determine.

c. Budget Approval. The Executive Director shall present a proposed budget to the Governing Board by no later than **August 1** preceding the next budget period and the Governing Board shall approve its budget by no later than **September 25**. Thereafter and in no event later than **September 30**, Participating Agencies shall be advised on the programs and objectives contained in the proposed budget, of any changes in the User Fee formula(e), and of the required financial participation for each Principal and Subscriber for the following year(s) based upon the proposed budget. Participation by each Principal and Subscriber is contingent upon subsequent legislative appropriation for the following fiscal year. Principals and Subscribers shall promptly notify Snohomish County 911 if it does not approve its budget allocation. Any Principal not approving its full budget allocation (Assessment and cost of any Additional Services it has agreed to purchase) shall be automatically converted to Subscriber status effective the first day of the budget year (whether biennial or annual) for which the Principal did not approve its budget allocation, and subject to penalty as described in Section 12.

d. User Fee Formula. The User Fee formula applicable to Principals for Emergency Communications Services referred to as the “Assessment formula”, shall be initially approved as set forth in **Exhibit B** to this Agreement. The Assessment formula(e) may be changed from time to time as part of the budget process, and any such changes shall be approved by Supermajority Vote of the Governing Board in accordance with Section 6.i. Additional Services require only Simple Majority Vote of the Governing

Board to approve. The Assessment formula(e) for Principals may be different from the User Fee formula applicable to Subscribers. It is expressly contemplated that Participating Agencies may become subject to differential User Fee formulae (including differential Assessment formula(e)) over time based upon the benefit conferred to such agencies.

e. Payment of Assessments. Assessments shall be payable not less frequently than quarterly on or before such dates as the Governing Board may determine.

f. Delinquent Assessments. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Principal and provide a 60-day cure period from the original due date of the payment. If such Assessments, are not paid in full within 60 (sixty) days of the original due date, then the Principal delinquent in payment of Assessments shall upon such 60th day be deemed immediately converted to the status of a Subscriber as described in Section 14. In the event a Principal converted to Subscriber status due to non-payment of fees shall not have paid in full all Assessments owing by six (6) months after the original due date, then the Governing Board may terminate services to such Subscriber, which termination shall not absolve the Subscriber of its obligation to pay all Assessments past due, together with all accrued interest, calculated at 1.5% per month from the date the Assessment was originally due.

g. Terms of Subscriber Contracts. Snohomish County 911 may enter into contracts with Subscribers from time to time for the purpose of providing Emergency Communication Services and other services as provided herein. Subscriber contracts may provide for the same or different payment schedules and payment formulas as those which apply to Principals; provided that, a Subscriber which, at the time it determined to become a Subscriber, was qualified to become a Principal but elected not to, shall be subject to payment of a risk premium of not less than six percent of its annual User Fees, or such other greater amount as the Governing Board may determine. Revenues from such risk premium shall be placed in Snohomish County 911 reserves.

Subscriber contracts shall provide that User Fees not paid when due by a Subscriber shall begin to accrue interest on the date the User Fee was originally due and shall continue until the User Fee is paid (together with all accrued interest) in full at the Federal Prime Rate plus 3%. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Subscriber. In the event a Subscriber does not pay in full all User Fees plus accrued interest within six (6) months from the date of initial delinquency, the Governing Board may terminate services to such Subscriber. Any such termination shall not absolve the Subscriber of its obligation to pay any amounts owing to Snohomish County 911, including any accrued interest.

h. Reserve Funds. The Governing Board shall establish capital and operating reserve funds or accounts at the times and in the amounts necessary to ensure funds are

on hand to reasonably address planned and unforeseen capital and operating expenses and to minimize the need for large increases in Assessments and/or User Fees from year to year as a result of acquisition or replacement of capital assets or equipment, and to fund the timely replacement of aging technology, equipment and systems.

SECTION 13. ISSUANCE OF DEBT.

Except as otherwise provided in Section 5, Snohomish County 911 shall not have the power to issue obligations or to incur debt. However, it is anticipated that Snohomish County 911 may require capital funding from time to time to support facilities, technology and equipment needs. Bonds, notes or other evidences of indebtedness may be issued from time to time by one or more Participating Agencies or by another issuer pursuant to a separate agreement between one or more Participating Agencies and Snohomish County 911 in order to provide capital financing for Snohomish County 911 on terms as agreed upon by the parties thereto. The security and sources of payment for any such debt will be determined at the time of issuance, which may include User Fees and/or capital contributions from the Principals. Any User Fees and/or capital contributions for such purposes shall be approved by Supermajority Vote of the Governing Board. Further, in the event that any Principal is obligated to make a capital contribution, such obligation shall be subject to approval by its legislative authority.

To the extent that any bonds or other debt is issued on a tax-exempt basis under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), the Participating Agencies agree to not (1) make any use of the proceeds from the sale of such bonds or other debt that will cause the bonds or other debt to be “arbitrage bonds” within the meaning of the Code, or (2) act or fail to act in a manner that will cause the bonds or other debt to be considered obligations not described in Section 103(a) of the Code.

Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to amend or otherwise modify any terms or conditions of a separate agreement between a Participating Agency and Snohomish County (or other Participating Agency or Agencies) with respect to capital contributions, guarantees or the repayment of debt.

SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES; ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS; PROVISION OF ADDITIONAL SERVICE TO PRINCIPALS.

a. As described in Sections 12.c and 12.f hereof, a Principal may be converted to Subscriber status for failure to approve its share of the budget or for nonpayment or delinquency in payment of User Fees. On the date of such conversion, said former Principal shall:

- i. lose its right to participate in a caucus for selecting a voting Governing Board member;
- ii. lose its right to receive a share of Snohomish County 911 assets upon dissolution of Snohomish County 911;
- iii. become subject to payment of User Fees in accordance with the then applicable User Fee formula for Subscribers; and
- iv. be bound by the terms of the applicable Subscriber service contract(s).

The conversion of a Principal to Subscriber shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

b. A Principal may alternately elect to convert to Subscriber status effective the first day of the next budget period (whether Snohomish County 911 is operating under an annual or biennial budget) by giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be effective as proposed without further action of the Governing Board, barring any basis for terminating the Principal and action thereon by the Governing Board.

c. A governmental entity otherwise meeting the qualifications of a Principal in Section 3 hereof may be admitted as a Principal of Snohomish County 911 upon Supermajority Vote of the Governing Board as required under Section 6.j. Similarly, a Subscriber may apply to the Governing Board to be converted to Principal status. As a condition of becoming a Principal, whether by conversion or new admission, the Governing Board may require payment or other contributions or actions by the new Principal as the Governing Board may deem appropriate, and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause the then-current Participants to incur additional cost. Upon such conversion or new admission, such new Principal shall execute this Agreement or agree in writing to the term of this Agreement in its capacity as Principal and shall thereafter be subject to all provisions of this Agreement applicable to Principals.

d. Notwithstanding anything to the contrary in this Agreement, an Associate Agency meeting the qualifications of a Principal may become a Principal effective the first day of the next budget year, without making any latecomer payment or contribution, upon giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be become effective on such date without further action of the Governing Board.

e. The determination of whether to accept new Subscribers shall be made by the Governing Board in a manner similar, and subject to such terms and conditions, as that for accepting new Principals, it being the intention that the addition of new Subscribers shall not cause pre-existing Participating Agencies to incur additional cost.

f. A Principal wishing to receive service from Snohomish County 911 for an operating department in addition to a department already served by Snohomish County 911 may make application to the Governing Board in the same manner as, and be subject to such conditions and approvals as the Governing Board may deem appropriate for, an entity (other than an Associate Agency) seeking admission as a new Principal.

SECTION 15. RETAINED POWERS OF PARTICIPATING AGENCIES.

Each Participating Agency shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to Snohomish County 911's operations. Interconnecting equipment and services necessary to the provision of authorized Snohomish County 911 services may be funded through Snohomish County 911's budget and operational programs.

SECTION 16. INVENTORY AND PROPERTY.

Equipment, vehicles and furnishings for Snohomish County 911's operation shall be acquired as provided by law. If any Participating Agency provides equipment or furnishings for Snohomish County 911's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Snohomish County 911. The Executive Director shall maintain and bi-annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Snohomish County 911, and the values thereof. In event of dissolution or termination of Snohomish County 911, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 17. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Governing Board on or before June 30 in any year. After providing appropriate notice as provided in this Section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following the year in which the notice is given. A Principal that has given notice of its intent to terminate must meet with the Executive Director or his or her designee to develop a departure plan. The departure plan is intended to ensure an orderly separation of the Principal from New Agency and ensure minimal disruption in 911 Calls response for the public. The departure plan may include the transfer of funds and equipment

or other assets and must be approved by Simple Majority Vote of the Board. Notwithstanding anything herein to the contrary, Principals shall be prohibited from withdrawing their membership and terminating their participation in this Agreement during the Initial Term; provided, a Principal may give appropriate notice of its intent to withdraw pursuant to this Section during the Initial Term, and in such event that Principal's membership withdrawal shall become effective on the last day of the calendar year that coincides with the end of the Initial Term.

b. Notwithstanding the foregoing, a Principal may be terminated at any time by action of the Governing Board for delinquencies of at least six (6) months in payment of Assessments and interest per Section 12.f.

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. A terminating and/or withdrawing Principal is deemed to forfeit any and all rights it may have to Snohomish County 911's personal or real property, or any other ownership in Snohomish County 911, unless otherwise provided by the Governing Board; provided further that this forfeit of rights shall not apply to personal property on loan to Snohomish County 911 from the terminating or withdrawing Principal.

e. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

f. A Governing Board Member representing a Principal that (i) has given notice of withdrawal, or (ii) has been terminated by vote of the Governing Board which termination is effective at a future date, shall be authorized to cast votes at the Governing Board only on budgets items to be implemented prior to the withdrawal or termination date.

SECTION 18. AMENDMENT OF AGREEMENT.

The following terms of this Agreement may only be amended in writing after receipt of the approval of the legislative authorities of all Principals:

- a. Expansion of the scope of services provided by the Snohomish County 911 beyond the scope of Section 4.
- b. The composition of the Governing Board and terms of office as provided in Sections 6.a and 6.d.
- c. Voting rights of Governing Board Members.
- d. Powers of the Governing Board.

- e. Hold harmless and indemnification requirements.
- f. Provisions regarding duration, termination or withdrawal.
- g. The conditions of this Section.

The parties to this Agreement acknowledge and agree that provisions in this Agreement that are not specifically identified in (a) through (g) above reflect the Principals' direction as to the initial operational and administrative policies and procedures to be implemented by the Governing Board. With the exception of the foregoing items that require affirmative approval of the legislative authorities of all Principals, the parties to this Agreement authorize the Governing Board to modify this Agreement from time to time in order to carry out the corporate purposes of Snohomish County 911. Any such modification shall be in writing and executed by the President of the Governing Board after providing not less than thirty (30) days' advance written notice to all Principals of such proposed modification, and upon approval of a Supermajority Vote of the Governing Board.

Nothing in this Section shall be construed to require legislative authority consent for the addition of a new Principal, conversion of an Associate Agency to a Principal, or agreement to serve an additional Subscriber.

SECTION 19. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.

Approval of the merger or consolidation of Snohomish County 911 with another entity, or the sale of all or substantially all assets of Snohomish County 911, shall require a Supermajority Vote of the Governing Board.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION.

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Governing Board. The termination shall be by direction of the Governing Board to wind up business by a date specified by the Governing Board, which date shall be at least one (1) year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of this Agreement remaining in ownership of Snohomish County 911 shall be disposed of in the following manner:

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Snohomish County 911 liabilities, shall be distributed to those

Principals still participating in the Snohomish County 911 on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principals' contributions to the operating budget over the preceding five (5) years bears to the total of all then remaining Principals' User Fees paid during such five-year period. The Governing Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.

ii. Loaned Property. In the event of dissolution or termination of the Snohomish County 911, assigned or loaned assets shall be returned to the lending entity.

iii. Allocation of Liabilities. In the event outstanding liabilities of the Snohomish County 911 exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds.

c. Notwithstanding the foregoing, this Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Snohomish County 911, unless provision is made for those obligations.

SECTION 21. DISPUTE RESOLUTION.

a. Whenever any dispute arises between a Principal or the Principals or between the Principals and the Snohomish County 911 (referred to collectively in this Section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section, which shall also be binding on Subscribers.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Governing Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if a Subscriber(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations (whichever is mutually agreed to). The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of

this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 22. INSURANCE.

The Governing Board, Executive Director, and Technical Advisory Committees shall take such steps as are reasonably practicable to minimize the liability of the Participating Agencies, including but not limited to the utilization of sound business practice. The Governing Board shall determine which, if any, insurance policies or self-insurance programs for governmental entities authorized in the State of Washington may be reasonably and practicably acquired to cover liability exposures and other potential losses arising from the operations of the Snohomish County 911 and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk, property damage or loss), and shall direct the acquisition of same.

SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Principal shall defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused solely by the acts of a Principal; provided, that if any such Claim is based on the concurrent negligence of more than one Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

b. Each Principal shall defend, indemnify and hold the Snohomish County 911 and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of the Snohomish County 911; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

c. As provided in its Articles, the Snohomish County 911 shall defend, indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of the Snohomish County 911's acts or omissions in connection with the

performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of any Principal;; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and a Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

d. The Snohomish County 911 will hold harmless, indemnify and defend its officers, officials, employees and volunteers from any and all legal liability, claims or lawsuits of any kind for injuries, damages, losses of any kind occurring to another, including attorney fees, which may arise out of the good faith performance of their duties to the Snohomish County 911 and performed in the scope of their employment or service to the Snohomish County 911, except to the extent the injuries, losses and/or damages are caused by the intentional and knowing wrongful acts of any of the Snohomish County 911's officers, officials, employees or volunteers.

e. Subscribers shall be required to agree to indemnify and hold harmless each Principal and the Snohomish County 911, their officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of Subscriber's negligent acts or omissions in connection with the receipt of services from Snohomish County 911. To such degree as the Governing Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of Snohomish County 911, Snohomish County 911 may also indemnify and hold harmless Subscribers.

f. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a party hereto and the Snohomish County 911, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

g. Each party shall give the other parties proper notice as provided herein of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Snohomish County 911, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 24. INTERGOVERNMENTAL COOPERATION.

The Snohomish County 911 shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Snohomish County 911's operations and minimize costs of service delivery.

SECTION 25. NOTICE.

Notices required to be given to Snohomish County 911 under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President of the Governing Board and Executive Director, Snohomish County 911
c/o Snohomish County 911
1121 S.E. Everett Mall Way, Suite 200
Everett, WA 98208

Notices to Principals, Subscribers, Associate Agencies, Governing Board Members or Representatives required hereunder may be given by mail, overnight delivery, facsimile or email, or personal delivery. Each Principal shall provide the President of the Governing Board written notice of the address for providing notice to said Principal. Any Principal wishing to change its mail or email address shall promptly notify the President of the Governing Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), or received by personal delivery.

SECTION 26. COMPLIANCE WITH LAWS.

During the term of this Agreement, the parties hereto agree to comply with all federal, State, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any Emergency Communication Services and/or Additional Services involve the retention, security, confidentiality or other handling of certain "protected" health information under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

SECTION 27. VENUE.

The venue for any action related to this Agreement shall be in the Superior Court in and for Snohomish County, Washington at Everett, Washington, or if applicable, in Federal District Court, Western District of Washington.

SECTION 28. NO THIRD PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement. In addition to the foregoing, nothing in this Agreement is intended to create a special relationship or other basis for third party liability.

SECTION 29. SEVERABILITY.

The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Agreement shall not affect the validity of the remainder of this Agreement.

SECTION 30. RATIFICATION.

All prior acts taken by the Principals and Snohomish County 911 consistent with this Agreement are hereby ratified and confirmed.

SECTION 31. EXECUTION, COUNTERPARTS, AMENDMENT AND RESTATEMENT OF ORIGINAL AGREEMENT, AND EFFECTIVE DATE.

The Original Agreement was executed on behalf of each Principal by its duly authorized representative following approval of the Original Agreement by motion, resolution or ordinance of its legislative authority. Pursuant to the terms of the Original Agreement and except for certain amendments as provided in Section 18 of the Original Agreement, the Original Agreement may be amended from time to time by Supermajority Vote of the Governing Board of Snohomish County 911 without further approval of legislative authorities of the Principals.

Pursuant to Section 4, Section 6.j and Section 18 of the Original Agreement, after giving 30 days' notice to each Principal as required by Section 18 of the Original Agreement, the Governing Board of Snohomish County 911, by Supermajority Vote of its Principals, authorized the amendment and restatement of the Original Agreement by the execution and delivery of this Agreement.

This Agreement shall be deemed adopted and effective as of ~~April 21 XXXX XX, 2022~~ June 20, 2024, and as of such date, this Agreement shall control the operations and governance

of Snohomish County 911. This Agreement shall be filed and/or posted as required by chapter 39.34 RCW.

This Agreement shall be executed by the President of the Governing Board, and attested to by the Secretary of the Governing Board.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date set forth above.

Snohomish County 911

By: _____
Jon Nehring
Board President

Attest:

By: _____
Terry Peterson
Board Secretary

Approved as to Form:

By: _____
Attorney for Snohomish County 911

EXHIBIT A

Process for Selecting Governing Board Members and Alternates

~~Governing Board Members shall be selected as soon as practicable, not no later than sixty (60) days following the ratification of changes to Exhibit A, through the process described below. Initial terms for Board Members shall run through 2026 and Beginning beginning in 2022~~2026, Governing Board Members are selected every two (2) years in April, through the process described below.

If not defined in this **Exhibit A**, capitalized terms have the meaning stated in the Agreement.

As used in this **Exhibit A**:

- **Population Served** means the residential population of all territory Directly Served by a Principal Police Agency or Fire Agency, according to the most recent annual report issued by the State Office of Financial Management each year determining the population of each jurisdiction.
- **Administration and Technology Cost Center** means all costs allocated to this cost center that are not otherwise attributed to another cost center as defined in Exhibit B.

Step 1. Police Agencies are divided into four (4) caucuses

- a. Rank each Police Agency by ~~Population Served~~the pro rata share of the Administration and Technology Cost Center for each Police Agency from smallest to largest, *provided, however*, that to avoid double counting, Population Served shall be based on the population for which the Police Agency has general policing responsibilities; contracts for special services (such as bomb squad or SWAT responses only) are not included in the calculation of Population Served.
- b. Snohomish County shall be its own caucus (until and unless it is no longer the largest Police Agency in terms of ~~Population Served~~pro rata share of the Administration and Technology Cost Center, in which case all four caucuses shall be determined as per Subsection c below).
- c. The remaining Police Agencies shall be divided into three roughly equal caucuses based on ~~Population Served~~pro rata share of the Administration and Technology Cost Center, starting from the smallest Police Agency and working up to agencies serving more population. In deciding where to divide caucuses, the following rules shall apply:

- i. ~~No~~ Police Agency shall be divided into two caucuses.
- ii. Caucuses with the smallest agencies (the two caucuses with three Governing Board Member seats, referred to as Small and Medium Police Agencies on the Police Agencies Table below) shall be sized by rounding up (exceeding the ~~population target~~pro rata share target to the extent necessary to completely include the ~~target population~~pro rata share target and not divide any Police Agency between caucuses), and the larger Police Agency caucus (two Governing Board Member seats, referred to as Next Largest Police Agencies in the Police Agencies Table below) shall be rounded down.

Step 2. Fire Agencies are divided into three (3) caucuses

- a. Rank each Fire Agency by **Population Served**, from the smallest to the largest, *provided, however*, that to avoid double counting, Population Served shall be based on fire suppression responsibility; contracts for limited services (such as BLS/ALS response/transport) are not included in the calculation of Population Served.
- b. Divide the Fire Agencies into three (3) caucuses based on whether they are small, medium or large agency, defined as follows:
 - i. A Large Fire Agency is defined as an agency serving 14% or more of the total Population Served by all Fire Agencies.
 - ii. A Medium Fire Agency is defined as an agency serving more than 3% and less than 14% of the total Population Served by all Fire Agencies.
 - iii. A Small Fire Agencies is defined as an agency serving 3% or less of the total Population Served by all Fire Agencies.

Step 3. Each Caucus selects Board Members

- a. In April, designated representatives from each Principal in each Police Agency caucus and each Fire Agency caucus shall meet together and select Governing Board Members to represent them on the Governing Board for the next two-year term. Caucuses may determine their own rules for nominating and selecting Governing Board Members, provided that the following rules shall apply:
 - i. Representatives to the caucus shall be designated by the legislative body of the Principal they represent (or by such other person as local codes may require). Designated representatives must be qualified to serve as a Governing Board Member.

- ii. An individual need not attend the caucus in order to be selected as a Governing Board Member, so long as the person otherwise meet the qualifications of a Governing Board Member.
- iii. Each Principal within a caucus shall have an equal vote in selecting each Governing Board Member.
- iv. Any Principal who has designated more than one representative to the caucus, and is unable to unanimously decide where to place their vote, at the time the vote is called, shall forfeit their vote.
- v. Voting by proxy will not be allowed.
- vi. No Principal may have an elected official or staff member hold more than one (1) Governing Board seat in a single caucus unless there are more seats than Principals in the caucus.
- vii. The Secretary shall record the votes of the caucus. Each caucus shall submit a written statement to the Secretary of Snohomish County 911, signed by not less than half of the caucus' representatives participating in the meeting, confirming the individuals to whom the caucus's Board seats are to be allocated for the next term of office. This record shall be included in the next regularly scheduled board meeting packet.

~~b. Designated representatives from each Associate Agency and each Single-Service Principal shall also form a caucus to select a single non-voting Board Member. Representatives to the caucus shall be designated in the same manner as described in Step 3.a.i, one from each Associate Agency and each Single-Service Principal. The caucus rules described in Step 3.a apply, as do rules for selecting an alternate as described in Step 4. In no event shall the Governing Board Member appointed by this caucus be from an agency that also has a voting Governing Board Member elected for the same board term.~~

e.b. The number of Governing Board Members to be selected by each caucus shall be as follows:

Police Agencies (10 Board Members)

Caucus 1: Largest Agencies (Currently Snohomish County is the only member)	2 Governing Board Members, one of which must be the County Sheriff or an assistant or deputy sheriff directly reporting to the Sheriff – unless or until the County is no longer the Largest Policy Agency (in terms of Population Served), in which case the two board members shall be selected as per Caucus 2.
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Caucus 2: Next Largest Police Agencies	2 Governing Board Members, of which one must be operational staff and one must be an elected official
Caucus 3: Medium Police Agencies	3 Governing Board Members, of which one must be an operational staff and one must be an elected official
Caucus 4: Small Police Agencies	3 Governing Board Members, of which one must be an operational staff and one of must be an elected official

Fire Agencies (5 Board Members)

Caucus 1: Large Fire/EMS Agencies	3 Governing Board Members
Caucus 2: Medium Fire/EMS Agencies	1 Governing Board Member
Caucus 3: Small Fire/EMS agencies	1 Governing Board Member

~~Associate Agencies and Single-Service Principals (1 non-voting Governing Board Member)~~

1 Caucus	1 non-voting Board Member
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Step 4. Each Caucus Selects a Slate of Designated Alternates, in Priority Order.

- a. Each caucus shall select a slate of designated alternates in a number equal to the number of Governing Board seats allocated to that caucus.
- b. Each caucus shall prioritize its alternates to determine the order in which the alternates are called upon to participate at a Governing Board meeting in the event of an absence of any Governing Board member representing the caucus.

Caucuses may determine their own rules for nominating and selecting Board Alternates, provided that the rules set forth in Step 3.a for selecting of Board Members shall apply.

Vacancies

Any vacancies shall be promptly filled by the appointing caucus, which shall meet either in person or telephonically to select a replacement Board Member and/or Alternate to serve

the remainder of the vacant position's unexpired term. Such selection process shall be subject to the rules outlined in **Step 3**.

EXHIBIT B

Principal Assessment Formula

Assessments are calculated and charged separately for each Emergency Communications Service provided for each Principal that has elected to receive such service. A Principal that has elected to receive both Police and Fire/EMS Emergency Communications Services will pay one Assessment for service to its Police agency and one Assessment for service to its Fire/EMS agency. A Principal that has elected to receive only police **or** Fire/EMS Emergency Communications Services from Snohomish County 911 only pays an Assessment for the service so received.

Capitalized terms used in **Exhibit B** not defined in this **Exhibit B** have the meaning set forth in the body of the Interlocal Agreement.

Description of the formula to derive Assessments for individual Principals.

Step 1: Divide the Net Adopted Budget into four cost pools:

- **Administration ~~,and~~ Technology~~,and Wireless Technology~~**
- **Call Takers**
- **Police Dispatch**
- **Fire Dispatch**

The costs allocable to each cost pool are further defined below (see “Definitions”)

Step 2: Apply Revenues to cost pools according to the following guidelines:

- E-911 Tax Revenues will first be applied to offset all costs associated with the **Call Takers** cost pool. Any E-911 Tax Revenues over and above the amount necessary to fund all costs in the **Call Takers** cost pool will be applied to fund permissible costs for such revenues within the **Administration, Technology, and Wireless Technology** cost pool.
- Emergency Communications and Facility Tax Revenues will be applied to fund permissible costs for such revenues within the Administration, Technology, and Wireless Technology cost pool. Revenues that exceed the Administration, Technology, and Wireless Technology cost pool will be applied to member assessments using the formula assigned to this cost pool.
- The portion of Subscriber Contract revenues attributable to all Emergency Communications Services *except* revenues attributable to the Wireless Technology cost pool will be applied to the **Police Dispatch** and/or **Fire Dispatch** cost pool, based on the services billed to the Subscriber. For example, revenues from a Subscriber contract for Emergency Communications Services with the Stillaguamish Tribe to service its Police Agency will be applied to reduce the size of the Police Dispatch cost pool, except for any increment of such revenue charged for Wireless Technology cost pool items.

- The portion of any Subscriber Contract revenues attributable to Radio System services will be applied to the Administration, Technology, and Wireless Technology cost pool, including but not limited to any revenues attributable to cell tower leases and other non-Assessment revenue attributable to the Radio System.
- Additional Services revenues will be applied to the Administration and Technology, Police Dispatch, Fire Dispatch, and/or Wireless Technology cost pool, based upon where the costs of those services are allocated.

Step 3: Divide the Administration and Technology, Call Taker, Police Dispatch and Fire Dispatch cost pools between Police Agencies and Fire Agencies:

- Amounts in the **Administration and Technology** cost pool will be divided based on the ratio of dispatch workstations assigned to each service (initially, 8 police dispatch stations and 5 fire stations)
 - Police 62%
 - Fire 38%

If the Board approves deployment of an additional dispatch work station to serve Police or Fire Agencies, this ratio will automatically change (the change is not considered a formula change requiring Governing Board approval).

- Amounts in the **Call Taker** cost pool will be divided based on a ratio that reflects an assessment of actual time spent by call takers processing each type of call:
 - Police 75%
 - Fire 25%

A change in this ratio requires Supermajority Vote of the Governing Board.

- Calculate a **Cost per Console** by dividing total Police Dispatch and Fire Dispatch Costs by the total number of dispatch stations.
- Amounts in the **Police Dispatch** cost pool are allocated to Police Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs. (In 2017, of the 8 Initial Police Dispatch stations, 5 were shared and 3 were dedicated—1 to Marysville Police, and 2 to Everett Police).
- Amounts in the **Fire Dispatch** cost pool are allocated to Fire Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs (In 2017, there were 5 Shared Dispatch Stations in the Fire Dispatch cost pool and no Dedicated Dispatch Stations).

Step 4: Allocate costs to individual Principals, calculating Fire and Police Agency assessments separately as follows:

- **Police Agency Principal Assessments:**

1. Calculate the sum of costs allocated to all Police Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Police Agency Subscriber contract revenues. Allocate the resulting total amount between all Police Agency Principals based on the **Shared Cost Allocation Calculation**. The total Police Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal:
2. **For Principal Police Agencies assigned to Shared Police Dispatch stations:** Each such Principal is allocated a shared of all Shared Police Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
3. **For Principal Police Agencies with Dedicated Police Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console** multiplied by the number of dedicated Police Dispatch stations for which they have contracted.

- **Fire Agency Principal Assessments:**

1. Calculate the sum of costs allocated to all Fire Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Fire Agency Subscriber contract revenues. Allocate the resulting total amount between all Fire Agency Principals based on the **Shared Cost Allocation Calculation**. The total Fire Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal.
2. **For Principal Fire Agencies assigned to Shared Fire Dispatch stations:** Each such Principal is allocated a shared of all Shared Fire Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
3. **For Principal Fire Agencies with Dedicated Fire Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console** multiplied by the number of dedicated Fire Dispatch stations for which they have contracted.

- **Shared Cost Allocation Calculation:**

Take the total sum to be allocated and divide it up based on three different factors:

1. 54% of total costs are allocated based on the percentage share of a Principal's Calls for Service as compared to total Calls for Service of all such agencies (police or fire—including Principals and Subscribers). Calls for Service shall be calculated as an annual average based on the most recent 8 calendar quarters (see definition of Call Calculation Period).
2. 23% of costs are allocated based on the percentage share of a Principal's Assessed Value as compared to the total Assessed Value of all such agencies (police or fire, Principals and Subscribers).
3. 23% of costs are allocated based on the percentage share of a Principal's Population Served as compared to the total Population of all such agencies (police or fire, Principals and Subscribers).

Principals who were "SERS Phase II" agencies and have a contract with Snohomish County whereby the Principals remit operations and maintenance expenses for SERS to the County to be passed through to SERS will continue to pay operation and maintenance expense of the Radio System under such existing agreements until such agreements are modified to permit direct payment of these charges, or such until such agreements expire, whichever is first.

DEFINITIONS

Fire Agency or Fire Agencies: unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing fire and medical services that are Directly Served by Snohomish County 911.

Police Agency or Police Agencies: unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing police services that are Directly Served by Snohomish County 911.

Cost-Per-Console Total labor costs to staff all police and fire dispatch consoles divided by the number of consoles.

Net Adopted Budget means the budget approved by the Governing Board after action by all individual Principals, applicable in the time period for which the **Assessment** is payable, *less* **Other Revenues**.

Other Revenues mean revenues received by Snohomish County 911 from sources other than User Fees, E-911 tax revenues and Additional Services, including without limitation Associate Agency fees, other miscellaneous revenues, grants, or awards that may be available from time to time to offset the operating and capital costs of Snohomish County 911.

Administration ~~and Technology, Technology and Wireless Technology~~ Costs include all costs associated with providing the supervision, management, facilities costs, insurance, reserve contributions, etc., of running the public safety dispatch center and technologies including wireless technologies, and all other expenditures in the Net Adopted Budget not included in the definition of Call Taker Costs and Dispatch Costs.

Call Taker Costs include all **labor costs** associated with the prescribed number of operational staff assigned to staff the call taking function.

Police Dispatch Costs include all **labor costs** associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Police Agencies.

Fire Dispatch Costs include all labor costs associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Fire Agencies.

Shared Dispatch Stations are dispatch stations that not dedicated by agreement (as opposed to workload allocation) to serve a single Principal or Subscriber.

Dedicated Dispatch Stations are dispatch stations that are dedicated by agreement to serve a single Principal or Subscriber.

Labor Costs are direct costs of salary and benefits.

E-911 tax revenues mean revenues received by Snohomish County 911 from Snohomish County pursuant to State law.

Calls for Service are defined on Appendix B-1, *provided* that until Snohomish County 911 has been in operation for more than three years, the calculation of the number of **Calls for Service** shall be determined in whole or in part (to the extent necessary to determine the two-year average number of calls for service) based on the number of **Calls for Service** by each **Charged Operation** as reported by the records of the dispatch agency previously serving each **Charged Operation**, and consistent with the definition of **Calls for Service** in **Appendix B-1**.

Charged Operation refers to an individual Principal's fire/EMS agency/operation, being charged under the **Assessment** formula.

The **Call Calculation Period** is defined as the first calendar quarter of the preceding budget year, and the 7 calendar quarters preceding that. (For example, in 2019, the Call Calculation Period be the first quarter of 2018, plus the preceding 7 calendar quarters—all of 2017, and the last three quarters of 2016).

Population Served has the meaning set forth in **Exhibit A**.

Assessed Value is the **Assessed Value** of taxable real property in an individual Principal or Subscriber's or Snohomish County 911 **Service Territory** for the **Charged Operation** (as applicable) for the most recently available tax year, as published by the State Office of Financial Management or Snohomish County Assessor.

"Service Area" means the geographic area of all territory Directly Served by a Principal Police Agency or Fire Agency, with the County's Service Area excluding incorporated areas that are Directly Served by another Police Agency.

Appendix B-1

Definition of “Calls for Service”

The purpose of this Exhibit is to define Calls for Service for purposes of billing/funding calculations.

Snohomish County 911 will bill each Principal based on the User Fee formula, which incorporates consideration of Calls for Service as defined in this Exhibit.

Section 1. Call for Service Defined: Snohomish County 911 defines a Call for Service for workload analysis and User Fee calculation as any request for service or unit initiated activity resulting in creation of a Computer Aided Dispatch System (CAD) incident that requires oversight by or interaction with Snohomish County 911 personnel, with the exception of the following:

- a. Any **mutual aid incident** where another Snohomish County 911 Principal within the same classification (police/fire/medic) is dispatched as the primary responding agency. *For example*, a police department that responds into another police department’s jurisdiction to provide assistance does not constitute a Call for Service charged to the mutual aid responder. However, an incident involving both police and fire/EMS would result in a Call for Service for both classifications. Similarly, any mutual aid request dispatched to a location outside the Snohomish County 911 service area shall not constitute a Call for Service.
- b. Any incident that is a **duplicate** of another Call for Service, or **associated** with another Call for Service. *For example*, multiple calls about a single brush fire incident will result in only one Call for Service for the fire/EMS responder.
- c. Any incident that is **cancelled** by Snohomish County 911 personnel due to an error or similar internal reasons. *This does not include “cleared incidents”*, which are incidents that are cancelled when the requesting party calls back to cancel the response after the incident has been entered into CAD.
- d. Any **informational broadcast** including but not limited to CAD entries type codes of NOTICE, NOTICEP & INFO.
- e. Any **informational incident** used for tracking non police or Fire/EMS activity created by dispatchers solely for the purpose of assisting the dispatcher in tracking such activity, *for example*, utility call-outs.

Section 2: Assignment of CFS: As a general rule, CAD incidents are assigned to a Principal when the incident occurs within its authorized dispatch area (geo-verified location) and service discipline (Police/Fire) with the following exceptions:

- a. **Transit, Fire Marshall, Narcotics Task Force:** these incidents are assigned to the responsible countywide agency regardless of location.

b. **Traffic Stops:** assigned to the initiating agency.

c. **Non-geo verified incidents, in County:** assigned to initiating agency.

If there are significant anomalies in the manner calls have been measured by SNOCOM and SNOPAC, those anomalies shall be adjusted in a manner determined reasonable by the Governing Board (Supermajority Vote item) in order to develop a fair means for determining the number of calls across all agencies.

EXHIBIT C

Principals and Associate Agencies of Snohomish County 911

PRINCIPALS:

SNOHOMISH COUNTY
CITY OF ARLINGTON
CITY OF BRIER
CITY OF EDMONDS
CITY OF EVERETT
CITY OF LAKE STEVENS
CITY OF LYNNWOOD
CITY OF MARYSVILLE
CITY OF MILL CREEK
CITY OF MONROE
CITY OF MOUNTLAKE TERRACE
CITY OF MUKILTEO
CITY OF WOODWAY
MARYSVILLE FIRE DISTRICT
NORTH COUNTY REGIONAL FIRE AUTHORITY
SNOHOMISH REGIONAL FIRE AND RESCUE
SNOHOMISH COUNTY FIRE DISTRICT NO. 4
SNOHOMISH COUNTY FIRE DISTRICT NO. 5
SNOHOMISH COUNTY FIRE DISTRICT NO. 15
SNOHOMISH COUNTY FIRE DISTRICT NO. 16
SNOHOMISH COUNTY FIRE DISTRICT NO. 17
SNOHOMISH COUNTY FIRE DISTRICT NO. 19
SNOHOMISH COUNTY FIRE DISTRICT NO. 21
SNOHOMISH COUNTY FIRE DISTRICT NO. 22
~~SNOHOMISH COUNTY FIRE DISTRICT NO. 23~~
SNOHOMISH COUNTY FIRE DISTRICT NO. 24
SNOHOMISH COUNTY FIRE DISTRICT NO. 25
SNOHOMISH COUNTY FIRE DISTRICT NO. 26
SNOHOMISH COUNTY FIRE DISTRICT NO. 27
SNOHOMISH COUNTY FIRE DISTRICT NO. 28
SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY

ASSOCIATE AGENCIES:
CITY OF DARRINGTON
CITY OF GOLD BAR
CITY OF GRANITE FALLS
CITY OF SNOHOMISH
CITY OF STANWOOD
CITY OF SULTAN



ACTION REQUESTED for Proposed Amendments to the SNO911 Interlocal Agreement

Date: April 8, 2024
To: Principals of Snohomish County 911
From: Terry Peterson, Deputy Director/Board Secretary
RE: Legislative Action Requested – Updated Interlocal Agreement

Enclosed are proposed amendments to the Snohomish County 911 (SNO911) Interlocal Agreement (ILA). The SNO911 Board has reviewed a draft of the changes and are requesting your approval by May 31, 2024. The type of amendments being made require every SNO911 Principal Member to approve through their legislative body, unless this authority has been delegated within your individual jurisdiction.

The recommended changes are focused in **Exhibit A – Process for Selecting Governing Board Members and Alternates**. The existing ILA divides the 10 Police Agency Board Seats by simple population. The SNO911 Board is recommending this be modified to more closely follow the assessment formula, by dividing the Police Board Seats by pro rata share of the Admin/Technology Cost Center; which is essentially a reflection of the core components of the SNO911 Assessment Formula. The Assessment Formula allocates costs by formulaically using 54% on Calls For Service (Activity), 23% on jurisdiction population, and 23% jurisdiction assessed value. The SNO911 Board believes this change is a better representation of members size, usage, and participation on the Agency.

The second recommend change is the elimination of the single non-voting board seat. This was designed to provide a non-voting board seat for single-service providers (an agency who provides only fire or police, but not both) or an associate member (an agency who contracts both police and fire services to another provider(s)). The experience since SNO911 went into live operations in 2017 is that this seat has only been filled approximately half of the time and often the representative does not actively participate. All members are welcome to attend and participate in any SNO911 Board Meeting or Committee without this additional designation.

Finally, there are two additional non-substantive additional changes, [Exhibit A, Step 3, viii]: more closely aligns with how caucus voting has been managed post-pandemic where caucusing has been done remotely. [Exhibit B]: Eliminates the term “Wireless Technology” which is no longer a department at SNO911 and is fully merged within the Technology department.

A copy of the updated ILA, with red-lined revisions, is attached to this memo.

Action is requested by your legislative body to approve the changes by May 31, 2024.

If you would like to provide comment to the Board we welcome your participation. This item is on the agenda for discussion at the Regular Board Meeting May 16, 2022 at 0830 via the Zoom link below. The SNO911 Board Meets Monthly on the third-Thursday of the month at 0830. Meeting notice and details are posted on our website at www.sno911.org.

<https://us02web.zoom.us/j/86000466014?pwd=YWxBbE9HMIJuT2ZXMTYVU8rSnBkUT09>

If your agency has any comments or questions regarding the proposed amendments, you can reach me at tpeterson@sno911.org or (425) 615-0714.

Informational Timeline:

- April 18th: SNO911 Board approves ILA changes for consideration by all principal legislative bodies and notice is sent electronically.
- May 16th: Principal Member Agencies have opportunity to discuss at regular SNO911 Board Meeting. Principals may attend in person or email inquiries to SNO911 Secretary.
- May 31st: Principals deadline for Approval/Rejection of changes
- June 20th: SNO911 Board to consider ratification of ILA changes



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Grant Coordinator Kari Chennault, Executive

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** authorizing the Mayor and Grant Coordinator to act on behalf of the city in regard to grants from the Washington State Recreation and Conservation Office.

SUGGESTED ACTION: Recommended Motion: I move to approve Resolution No. _____.

SUMMARY: The city wishes to apply for grant funding from the Washington State Recreation and Conservation Office for the Strawberry Fields Turf Conversion Project. This project would provide a turf surface and associated upgrades on field 3 at the facility. As a required attachment to the application the city needs to provide a signed resolution giving applicant authorization and electronic signature authorization.

ATTACHMENTS:

[Resolution_Burton reviewed.docx](#)
[resolution and signature combined.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AUTHORIZING THE MAYOR AND GRANT COORDINATOR
TO ACT ON BEHALF OF THE CITY IN REGARD TO GRANTS FROM THE
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE.**

WHEREAS, the City wishes to obtain grant funding from the state Recreation and Conservation Office (“RCO”) for the following project: Strawberry Fields Turf Conversion; and

WHEREAS, the RCO requires organizations to designate authorized representatives to act on behalf of the organization for the purposes of executing the grant application, administering the grant, and executing any additional grant-related documents; and

WHEREAS, such authorization would be accomplished through the execution of the Applicant Resolution/Authorization and Electronic Signature, attached hereto as Exhibit A, which documents describe the role of the authorized representative; and

WHEREAS, the Mayor and Grant Coordinator are the appropriate persons to act as authorized representatives for the City in regard to this application; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, the Mayor and Grant Coordinator are designated as authorized representatives for the purposes of obtaining and administering grant funding from the state Recreation and Conservation Office, and the Mayor is authorized to sign the “Recreation and Conservation Office Applicant Resolution/Authorization” attached as Exhibit A.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
TINA BROCK, CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Exhibit A



Applicant Resolution/Authorization

Organization Name (sponsor) City of Marysville

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) Strawberry Fields Turf Conversion

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Kari Chennault, Grant Coordinator
Project contact (day-to-day administering of the grant and communicating with the RCO)	Kari Chennault, Grant Coordinator
RCO Grant Agreement (Agreement)	Jon Nehring, Mayor
Agreement amendments	Jon Nehring, Mayor
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Jon Nehring, Mayor

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Jon Nehring, Mayor Date _____

On File at: City of Marysville, City Clerk's Office, 501 Delta Ave, Marysville, WA

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: Council Chambers, 501 Delta Ave, Marysville, WA Date: _____

Washington State Attorney General's Office

Approved as to form  2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

Electronic Signature Authorization

General Project Information	
Project Number	Project Name
24-2127	Strawberry Fields Turf Conversion Project
Sponsor Name	City of Marysville

Please fill out the table below to identify the specific individuals who will review or approve and the individual who will sign the agreement and any amendments. List the names in the appropriate order. You must have a designated signer listed in this table. The name of the designated signer must be consistent with the authorized signer in the "Applicant Resolution/Authorization".

Definitions of Roles

Approver: Reviews and approves the electronic document and contacts RCO if corrections are needed. The approver does not sign the document.

Signer: Must officially sign the document with an electronic signature and may be required to enter data such as title, date, agency name, etc. into fields.

Routing Order	Role	E-mail Address
1	Approver ☐	kchennault@marysvillewa.gov
2	Signer ☐	jonnehring@marysvillewa.gov
3		
4		
5		



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: CD Director Haylie Miller, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** amending chapters 16.04, 16.08, 16.10, 16.12, 16.28 and 16.36 of the Marysville Municipal Code to reflect required code change cycle updates to the International Building Code, International Existing Building Code, Uniform Plumbing Code, Washington State Energy Code and National Electrical Code.

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. ____.

SUMMARY: City staff and Marysville Fire District Regional Fire Authority staff propose to adopt the new 2021 International Codes (in the Marysville Municipal Code (MMC) Title 16 Building) which are updated on a national and state level every three (3) years.

Staff proposes to adopt the 2021 International Codes as required by the State Building Code Council. No other changes from the previously approved 2018 International Code Building Code Ordinance are proposed. Additionally, staff proposes to update the electrical fees table in MMC 16.12.020 to more accurately reflect the time and cost spent on the City's end to process electrical permits.

See the attached staff memorandum and ordinance for more details.

ATTACHMENTS:

[1 Council Memo - Building and Fire Code 6-2024 \(2\).pdf](#)
[Ordinance MMC 16.04 Building Code - Revised 6-4-24.pdf](#)



MARYSVILLE
COMMUNITY
DEVELOPMENT

MEMORANDUM

TO: City Council

FROM: Michael Snook, Building Official - City of Marysville
Tom Maloney, Fire Marshal – Marysville Fire District

DATE: June 3, 2024

SUBJECT: Updates to 2021 International Building and Fire Codes

CC: Haylie Miller, Community Development Director

EXHIBITS:

- Ordinance MMC Title 16 – 2021 International Building Code Cycle Update
- Ordinance MMC Title 9 – 2021 International Fire Code Cycle Update

This memorandum covers the City Council agenda items for both Titles 9 and 16; however, since staff is requesting that the revisions to each Title be approved by separate actions/ordinances, please reference the respective agenda item for the specific ordinance.

INTRODUCTION:

City staff and Marysville Fire District Regional Fire Authority staff propose to adopt the new 2021 International Codes due to a new code cycle that occurs every three (3) years in the Marysville Municipal Code (MMC) Title 16 Building and Title 9 Fire.

BACKGROUND:

2021 Code Adoption. Every three (3) years the International Code Council (ICC) updates and adopts new editions of all the International Codes (i.e. Building, Fire, and Electrical Codes). The State of Washington Building Code Council adopted the 2021 International Codes effective March 15, 2024, and the State adopted the 2023 National Electrical Code effective April 1, 2024. Local jurisdictions, including Marysville, are required to adopt any local amendments and fee structures with their specific ordinance.

Origin of ICC. The International Code Council (ICC) was established in 1994. It is a nonprofit organization dedicated to developing a single set of comprehensive and coordinated national model construction codes. The founders of the ICC are the Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO), and Southern Building Code Congress International, Inc. (SBCCI). Since the early 1990s, these nonprofit organizations developed three separate sets of regional model codes used throughout the United States.

(360) 363-8100

Community
Development
80 Columbia Avenue
Marysville, WA 98270

Although such regional code development was effective at the time, a global marketplace and technological advances in construction made a single set of codes a practical necessity. The nation's three model code organizations responded to this need by creating the International Code Council (ICC) and by developing codes without regional limitations – the International Codes. On February 1, 2003, the ICC became one consolidated organization, incorporating the staff and services of the three founding organizations.

The following codes will make up the new 2021 International Codes for Washington State:

- International Building Code, Standards and amendments - WAC 51-50
- International Residential, Standards and amendments – WAC 51-51
- International Existing Building Code – WAC 51-50
- International Mechanical, Standards and amendments – WAC 51-52
- International Fire Code, Standards and amendments – WAC 51-54A
- International Fuel Gas Code, Standards and amendments – WAC 51-52-21000
Including 2020 Liquefied Petroleum Gas Code (NFPA 58), and 2021 National Fuel Gas Code (NFPA 54) as it applies to LP Gas installations – WAC 51-52
- Uniform Plumbing Code, Standards and amendments – WAC 51-56
- Washington State Energy Code, Standards and amendments –WAC 51-11C and 51-11R
- Washington State Barrier-Free Code Chapter 11- Standards WAC 51-50
- Washington Cities Electrical Code 2023, and 2023 National Electrical Code – RCW 19.28.010 and WAC 296-46B

PROPOSED CHANGES TO MMC TITLE 16 – BUILDING:

Staff proposes to adopt the 2021 International Codes as required by the State, and update the electrical fees table to more accurately reflect the time and cost spent on the City's end to process electrical permits. The table adopted in MMC 16.12.020, calculated the fees at a higher rate than intended. Staff was able to address this issue and correct the fees administratively as shown in the revised table proposed.

Below are the proposed International Codes to be adopted, as implemented by the State of Washington Building Code Council.

1. The 2021 International Building Code (IBC) format continues to be consistent with the 2018 IBC. New or revised sections are clearly high-lighted by black markings in the margins of each code book, which is helpful for users.
2. The 2021 International Residential Code (IRC) is for One-and-Two Family Dwelling Units and Townhomes. This is an updated version from the 2018 IRC.
3. The 2021 Uniform Plumbing Code (UPC) applies to both residential and nonresidential construction. This is an updated version from the 2018 UPC.
4. The 2021 International Mechanical Code (IMC) applies to both residential and nonresidential construction. Ventilation and Indoor Air Quality code standards are now located in Chapter 4 of the Mechanical Code. This is an updated version from the IMC 2018.
5. The 2021 International Fuel Gas Code (IFGC) is for fuel gas appliance and piping installations and is an updated version of the IFGC 2018.
6. The 2021 Washington State Energy Code.
7. The State Barrier-Free 2021 International Building Code Chapter 11, WAC 51-50 continues to apply to new construction and altered structures as well.

8. **Electrical Program.** The City will continue to execute its own electrical program that started in September 2008. Chapter 16.12 is updated to adopt the 2023 version of this code implemented by Washington Cities Electrical Code Committee (WCEC). No policy changes or major changes are identified with this change.

IBC Changes – State Adopted

1. **Section 429.2 and Table 429.2, Electrical Vehicle Charging Infrastructure:** Buildings and accessory structures shall be provided with EV charging stations, EV-Ready parking spaces, and EV-capable parking spaces in accordance with Table 429.2.
2. **Section 1008.2.1, Illumination Level Under Normal Power:** Along exits access stairways, exit stairways, and their required landings, the illumination level shall not be less than 10 foot-candles at the walking surface. Previous code allowed 1 foot-candle.
3. **ICC A117.1-2017:** Provides technical requirements for wheelchair charging stations, as well increased sizes of turning spaces, clear floor spaces, and toilet rooms, along with route of travel components.

IRC Changes – State Adopted

1. **R309.6 Electric Vehicle Charging:** Requires a dedicated 40-ampere circuit terminating at a junction box, receptacle outlet, or charging equipment.
2. **R506.2.3 Vapor Retarder:** A minimum 10 mil vapor retarder is now required below slabs-on – grade.
3. **R609.4.1 Garage Door Labeling:** Garage doors are required to be labeled to identify wind pressure rating.
4. **R301.2.1 Wind Design Criteria:** Wind speeds have been updated and reduced in many areas. The City’s wind speed was reduced from 110 mph with 3 second gust to 95 mph with 3 second gust.

PROPOSED CHANGES TO MMC TITLE 9 – Fire:

Staff proposes to adopt the 2021 International Fire Code as implemented by the State, and current MMC Title 9. No other changes above and beyond State code other than what is currently adopted, and modifications of the radio program due to State code adoption are proposed at this time.

IFC Changes – State Adopted

1. **IFC 915.2 Group “E” Occupancies:** In new buildings, or by Chapter 11 (Existing Buildings) of the International Fire Code, carbon monoxide detection shall be installed in classrooms in Group “E” occupancies. Carbon Monoxide alarm signals shall be automatically transmitted to an on-site location that is staffed by school personnel.
2. **IFC 1207 Electrical Energy Storage Systems (ESS):** Operational and construction permits are now required for stationary or mobile ESS systems.

Summary and Conclusion:

Based on the proposed changes (see the Title 16 and Title 9 ordinances, attached in Peak Agenda), the largest impact to development is likely to be the 2021 Washington State Energy Code (WSEC). The WSEC will now require for projects which will likely add cost to each development, due to the higher insulation

R-Value requirements in the walls and attic spaces. In addition, it is easier to obtain the correct number of energy credits by using electric heat pumps and electric heat pump water heaters.

The changes being made in Title 9, Fire are housekeeping due to the Snohomish County requirements for Emergency Responder Radio Systems. City and Fire District staff request the changes be approved in June.

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
AMENDING CHAPTERS 16.04, 16.08, 16.10, 16.12, 16.28 AND 16.36 OF
THE MUNICIPAL CODE TO REFLECT REQUIRED CODE CYCLE
UPDATES TO THE INTERNATIONAL BUILDING CODE,
INTERNATIONAL EXISTING BUILDING CODE, UNIFORM PLUMBING
CODE, WASHINGTON STATE ENERGY CODE AND NATIONAL
ELECTRICAL CODE.**

WHEREAS, the City of Marysville Community Development Department and the Marysville Fire District have recommended to the City Council amendments to Title 16 Building of the Marysville Municipal Code to be consistent with the 2021 International Codes;

WHEREAS, every three (3) years the International Code Council (ICC) updates and adopts new editions of all the International Codes (such as Building, Fire, and Electrical Codes);

WHEREAS, the State of Washington Building Code Council adopted the 2021 International Codes effective March 15, 2024, and the State adopted the 2023 National Electrical Code effective April 1, 2024;

WHEREAS, local jurisdictions, including Marysville, are required to revise the building and fire codes to, at minimum, comply with the International Code updates;

WHEREAS, the City Council has determined that the proposed amendments are in the best interest of the public health, safety, and welfare; and

WHEREAS, during the public meeting on June 3, 2024 the City Council discussed potential amendments related Title 16 Building of the Marysville Municipal Code; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, DO ORDAIN AS FOLLOWS:

- A. SECTION 1. Section 16.04.010 of the municipal code is amended as set forth in Exhibit
- B. SECTION 2. Section 16.04.020 of the municipal code is amended as set forth in Exhibit
- C. SECTION 3. Section 16.04.030 of the municipal code is amended as set forth in Exhibit
- D. SECTION 4. Section 16.04.035 of the municipal code is amended as set forth in Exhibit
- E. SECTION 5. Section 16.04.037 of the municipal code is amended as set forth in Exhibit

- F. SECTION 6. Section 16.04.050 of the municipal code is amended as set forth in Exhibit
- G. SECTION 7. Section 16.04.160 of the municipal code is amended as set forth in Exhibit
- H. SECTION 8. Section 16.08.010 of the municipal code is amended as set forth in Exhibit
- I. SECTION 9. Section 16.08.075 of the municipal code is amended as set forth in Exhibit
- J. SECTION 10. Section 16.08.080 of the municipal code is amended as set forth in Exhibit
- K. SECTION 11. Section 16.08.120 of the municipal code is amended as set forth in Exhibit
- L. SECTION 12. Section 16.10.030 of the municipal code is amended as set forth in Exhibit
- M. SECTION 13. Section 16.12.010 of the municipal code is amended as set forth in Exhibit
- N. SECTION 14. Section 16.12.015 of the municipal code is amended as set forth in Exhibit
- O. SECTION 15. Section 16.12.020 of the municipal code is amended as set forth in Exhibit
- P. SECTION 16. Section 16.12.030 of the municipal code is amended as set forth in Exhibit
- Q. SECTION 17. Section 16.12.050 of the municipal code is amended as set forth in Exhibit
- R. SECTION 18. Section 16.12.100 of the municipal code is amended as set forth in Exhibit
- S. SECTION 19. Section 16.12.200 of the municipal code is amended as set forth in Exhibit
- T. SECTION 20. Section 16.28.010 of the municipal code is amended as set forth in Exhibit
- U. SECTION 21. Section 16.28.015 of the municipal code is amended as set forth in Exhibit
- V. SECTION 22. Section 16.36.010 of the municipal code is amended as set forth in Exhibit
- W. SECTION 23. Section 16.36.020 of the municipal code is amended as set forth in Exhibit

SECTION 24. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 25. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 26. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2024.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

EXHIBIT A

16.04.010 Adoption by reference, exclusions and exemptions.

~~(4)~~ Certain documents, copies of which are on file in the office of the building official of the city of Marysville, being marked and designated as the “2021 International Building Code” and the “2021 International Residential Code,” and the “2021 International Building Code Standards,” ~~2018 Edition~~, published by the International Code Council, except for the provisions in subsections ~~(3)~~ (1), (2), and ~~(4)~~ (3) and (5) of this section, are adopted as the building code of the city of Marysville for regulating the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings or structures in the city of Marysville, providing for the issuance of permits and the collection of fees therefor, and providing for penalties for the violation thereof. Each and all of the regulations, provisions, penalties, conditions and terms of said code are incorporated and made a part of this chapter as if fully set forth in this chapter.

The following codes are also adopted by the City of Marysville, as adopted by the Washington State Building Code Council, including the Washington State Amendments and exclusions, as set forth in this chapter: ICC A117.1-2017 Standards for Accessibility and Usable Buildings and Facilities, and 2021 International Existing Building Code.

~~(2)~~ (1) 2021 IBC and IRC Sections 101.1 Title. These regulations shall be known as the building code of the city of Marysville, Washington, hereinafter referred to as “this code.”

~~(3)~~ (2) Exclusions from Adoption by Reference. The following IBC Section 101.4 referenced codes are excluded and not adopted by reference as the building code for the city of Marysville:

101.4.4 Electrical

101.4.1 Gas

101.4.2 Mechanical

101.4.4 3 Plumbing

101.4.5 4 Property Maintenance

101.4.7 6 Energy

~~Chapter 34~~ 101.4.7 Existing Buildings

~~(4)~~ (3) Work Exempt from Permits. For purposes of Marysville Municipal Code, both 2021 IBC and 2021 IRC Sections 105.2, Work exempt from permits, are amended to read as follows:

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any laws or ordinance of this jurisdiction. Permits shall not be required for the following:

Building:

- (a) One story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the net floor area does not exceed 120 square feet.
- (b) Fences not over 6 feet high.
- (c) Oil derricks.
- (d) Retaining walls which are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or III-A liquids.
- (e) Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and ratio of height to diameter or width does not exceed 2 to 1.
- (f) Sidewalks, platforms, decks and driveways not more than 30 inches above grade and not over any basement or story below and are not part of an accessible route.
- (g) Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- (h) Temporary motion picture, television, and theater stage sets and scenery.
- (i) Prefabricated swimming pools accessory to Group R-3 occupancy that are less than 24 inches deep, are not greater than 5,000 gallons and are installed entirely above ground.
- (j) Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
- (k) Swings and other playground equipment accessory to detached one- and two-family dwellings.
- (l) Window awnings in Group R-3 and U Occupancies, supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.
- (m) Non-fixed and movable fixtures, cases, racks, counters, and partitions not over 5 feet 9 inches in height.

EXHIBIT B

16.04.020 Amendments – Subsequent.

All amendments or supplements to the 2021 International Building Code and 2021 International Residential Codes hereinafter adopted by the International Code Council and by the state of Washington as part of the State Building Code shall become a part of this code in all respects insofar as it is applied and enforced within the jurisdictional boundaries of the city of Marysville.

EXHIBIT C

16.04.030 Appendices adopted.

Appendices AF, AQ and AU ~~Q~~ of the 2021 International Residential Code, ~~2018 Edition~~, Chapters 11 and Chapters 25 through 43 of this code are not adopted. Appendices ~~es~~ E and ~~O~~ of the 2021 International Building Code, ~~2018 Edition~~, ~~are~~ is adopted, incorporated by this reference, and made a part of this chapter as if fully set forth in this chapter.

EXHIBIT D

16.04.035 Section 113 amended – Board of appeals.

Section 113 of the International Building Code is amended by adding the following additional subsection thereto:

(a) Procedure. An appeal to the Board of Appeals must be filed in writing within fifteen (15) days after the order, decision or determination of the building official which is being challenged. The filing fee shall be ~~one hundred fifty~~ two hundred twenty four dollars. Within twenty (20) days after the filing of an appeal the Board of Appeals shall hold a hearing on the same and shall render its decision. Continuances shall be allowed only with the consent of the appellant. The decision of the Board of Appeals shall be final on the date that it is reduced to writing and sent to the appellant, subject to the right of the appellant to file an appeal to the Snohomish County Superior Court within fifteen (15) days thereafter.

EXHIBIT E

16.04.037 Section 202, Definitions, amended – Story.

Section 202 of the International Building Code is amended at that paragraph entitled “Story” by adding the following paragraph:

If any portion of a basement or usable under-floor space in all group R occupancies consisting of five (5) or more units, including townhomes, is used or intended to be used for human habitation or assemblage of person for any purpose, such basement or usable space shall be considered a story.

16.04.045 Sections 109.2 and 109.3 amended – ~~IBC and IRC Fee Appendix L adopted and amended by reference~~ Building Permit Fees.

~~(1) The schedule of fees adopted in Appendix L titled “Building Permit Fees” is hereby adopted and amended as follows:~~

Building Permit Fees Table (based on valuation)

Total Valuation	Fee
\$1.00 to \$500.00	\$50.00
\$501.00 to \$2,000.00	\$50.00 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00

Building Permit Fees Table (based on valuation)

Total Valuation	Fee
\$1,000,001.00 and up	\$5,680.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

- (2) (a) Plan review fees (paid at time of submitting plans) equal to 65% of the building permit fees.
- (b) Reinspection fees for called inspections when access is not provided or work is not ready will be charged for one hour* of staff time.
- (c) Revision fees for additional plan review or inspections when the work authorized by permit will be charged for one hour* of staff time.
- (d) Inspections for which no fee is specifically indicated will be charged per hour* of staff time.
- (3) Building valuation shall be based on the building valuation data sheet contained within the February 2023 issue of the Building Valuation Data** published by the International Code Council (ICC).
- (4) Decks, carports (open on three sides), ramps, unheated sunrooms, covered porches and stairs are assessed per the February 2023 Building Valuation Data published by the ICC.**
- (5) Unfinished basements (no heat, insulation and/or sheetrock) are assessed per the February 2023 Building Valuation Data published by the ICC. **
- (6) Single-wide mobile homes (2 hours*), double-wide (3 hours*) for permit base fee.
- (7) State Building Code Council surcharge fee: \$6.50 per building permit, plus \$2.00 each dwelling unit and \$25.00 for commercial building permits.
- (8) For miscellaneous applications, plan reviews and permits including expired applications and permits for which no fee is specified: Fee will be at a per hour* rate with a minimum fee of one hour.*

~~*Hourly rates (per hour) for the building division will increase three percent each year as shown below.~~

***Hourly Rates Table**

<u>Year</u>	2023/2024	2025	2026	2027	2028
<u>Rate/Hour</u>	\$112	\$115	\$119	\$122	\$126

*Fees are based on February 2023 Building Valuation Data, published by the ICC, including a cost modifier of 1.03 applied each year starting in 2025.

EXHIBIT F

16.04.050 Section 109.2 amended – Plan review fees and refunds.

Section 109.2 of the International Residential Code is amended to read as follows:

(a) When a plan or other data are required to be submitted by Section ~~109R108~~, a plan review fee shall be paid at the time of submitting plans and specifications for review. Except as provided below, said plan review fee shall be 65 percent (65%) of the building permit fee as shown in MMC 16.04.045. Building Permit Fees. A plan may be established as a “basic” plan, to be used multiple times within a subdivision. “Basic” plan review fees are 35 percent (35%) of the building permit fee for each subsequent permit application utilizing an established plan. No structural modifications or increases in square footage are allowed on a basic plan. If additional engineering review is required due to lot conditions, a new plan must be submitted for review.

(b) Sections 109 and 109.6 amended – Refunds. The building official may authorize refunding of not more than 70 percent (70%) of the plan review or permit fee paid when no review or work has been done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 90 days after the date of the fee payment.

EXHIBIT G

16.04.160 Requirements for moved buildings.

The term “moved building” shall mean any structure designed for human occupancy that is moved horizontally or vertically for 10 feet or more when either the original site or its new site is located within the city of Marysville; it does not mean factory-built housing which is being moved into the city directly from the factory, or mobile/manufactured homes. In addition to all requirements of the International Building and Residential Codes, the following provisions shall apply to moved buildings:

- (1) Before any building shall be moved into or within the city of Marysville, a moving permit shall be obtained from the city building official. The fee for said permit shall be the minimum building permit fee specified in ~~the International Building and Residential Codes~~ MMC 16.04.045 plus the state surcharge. The application for the moving permit shall state the proposed moving date, the proposed moving route and the location of the new site for the building. A moving permit shall be issued only upon approval by both the building official and the street superintendent;
- (2) No building shall be moved to or stored upon any site in the city of Marysville which is not a location approved in a moving permit issued by the city;
- (3) Within 10 days after a building is moved to a new site in the city of Marysville, the owner shall apply for a building permit to place it on a permanent foundation and to bring it into compliance with the International Building and Residential Codes;
- (4) Within 180 days after a building is moved to a new site within the city of Marysville, it shall be brought into full compliance with all applicable city codes and be ready for final approval by the building official. In hardship cases involving unforeseen circumstances, the building official shall be authorized to extend this time period for up to ~~60~~ 180 additional days, two times.

EXHIBIT H

16.08.010 Adoption.

A certain document, not less than one copy of which is on file in the office of the building official of the city of Marysville, being marked and designated as the “2021 Uniform Plumbing Code, ~~2018 Edition~~,” published by the International Code Council, and appendices thereto, are adopted as the plumbing code of the city of Marysville for regulating the installation, removal, alteration or repair of plumbing and drainage systems and fixtures and water heating and treating equipment. Each and every one of the regulations, provisions, conditions and terms of the code are incorporated and made a part of this chapter as if fully set forth in this chapter.

EXHIBIT I

16.08.075 Table 104.5 amended – Schedule of fees and refunds.

The schedule of fees specified in Table 104.5 entitled “Plumbing Permit Fees” is hereby ~~adopted~~ amended.

Section 104.5.3 amended – Refunds.

The building official may authorize refunding of not more than 70 percent of the plan review or permit fee paid when no review or work has been done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 90 days after the date of the fee payment.

~~2018~~ 2021 Uniform Plumbing Code Table 104.5, amended

Permit Issuance

- | | |
|----------------------------|---------|
| 1. For issuing each permit | 1 hour* |
|----------------------------|---------|

Unit Fee Schedule (in addition to item 1 above)

- | | |
|---|---|
| 1. For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefor) | \$20.00 |
| 2. For each grinder pump | 2 hours* |
| 3. Rainwater systems – per drain (inside building) | \$20.00 |
| 4. Water service connection: water line from meter to house or structure. Must add to building application for plumbing if new construction or connecting to city sewer and water | 1 hour* |
| 5. For each private sewage disposal system | Approval required from
Health/Snohomish County |
| 6. For each water heater and/or vent | \$20.00 |
| 7. For each gas piping system of one to five outlets | \$20.00 |
| 8. For each additional gas piping system outlet, per outlet | \$20.00 |

9. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	\$20.00
10. For each installation, alteration or repair of water piping and or water treating equipment, each	\$20.00
11. For each repair or alteration of drainage or vent piping, each fixture	\$20.00
12. For each lawn sprinkler system on any one meter including backflow protection devices therefor	\$20.00
13. For each backflow protective device other than atmospheric-type vacuum breakers:	
2 inch (51 mm) diameter and smaller	\$20.00
over 2 inch (51 mm) diameter	\$20.00
14. For each graywater system	\$20.00
15. For initial installation and testing for a reclaimed water system	\$20.00
16. For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$20.00
17. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$30.00
18. For each additional medical gas inlet(s)/outlet(s)	\$25.00
19. For each fire sprinkler system including \$0.50 per head	1 hour*
20. For each industrial waste pretreatment grease interceptor including its trap and vent, and inspections	\$30.00

Other Inspections and Fees:

1. Inspections outside of normal business hours	2 hours*
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2. Reinspection fee under Section 105.2.6 1 hour*
3. Inspections for which no fee is specifically indicated 1 hour*
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour) 1 hour*
5. Jurisdiction may issue permit fees from project valuation for commercial, townhomes, and multifamily and/or the hourly cost to cover employee inspection time, whichever is greatest.
6. Typical plan review fees for plumbing work shall be equal to 25% of the total permit fee as set forth in Section 104.5 as amended. Except for commercial and multifamily projects. Commercial and multifamily projects will be based on project valuation and a 65% plan review fee.
7. For miscellaneous applications, plan reviews and permits including expired applications and permits for which no fee is specified: Fee will be at a per hour rate* with a minimum fee of one hour* or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wage and fringe benefits of the employees involved.

~~*Hourly rates for the building division will increase 3% each year as shown below.~~

*Hourly Rates Table

<u>Year</u>	2023/2024	2025	2026	2027	2028
<u>Rate/Hour</u>	\$112	\$115	\$119	\$122	\$126

EXHIBIT J

16.08.080 Section ~~20.14~~ 107.0 amended – Board of plumber appeals.

Appeals from any ruling made under this chapter may be made to the building code board of appeals. Procedural rules concerning appeals shall be as provided in the building code.

EXHIBIT K

16.08.120 Section 20.17 added – Appendices.

There is added to the administration chapter of the Uniform Plumbing Code a new Section 20.17, which shall read as follows:

20.17 Appendices. The following appendices A, B, ~~D~~, I, ~~L~~ and M of the 2018 ~~21~~ 21 Edition of the Uniform Plumbing Code are incorporated by reference and made a part of this chapter.

EXHIBIT L

16.10.030 Washington State Energy Code adopted.

~~16.10.030 Washington State Energy Code adopted.~~

Pursuant to RCW 19.27A.020, the Washington State Energy Code, (~~Chapter~~ WAC 51-11C and WAC 51-11R ~~or as amended~~) is ~~are~~ adopted and incorporated into and made a part of this chapter by reference.

EXHIBIT M

16.12.010 Adoption.

(1) National Electrical Code (NEC) Adopted. The 2020~~3~~ National Electrical Code, published by the National Fire Protection Association, 2004 Edition, the Department of Labor and Industries Rules and Regulations for installing electrical wires and equipment and Administrative Rules (Chapter 19.28 RCW), as adopted by the state of Washington, are hereby adopted by reference except such portions as are hereinafter deleted, amended or specified and incorporated herein as fully as if set out at length herein, collectively herein referred to as the “code” unless specifically provided otherwise.

(2) The 2020~~3~~ Washington Cities Electrical Code (WCEC) Dated ~~October 29, April 1, 2020~~4, Adopted. The 2020~~3~~ Washington Cities Electrical Code dated ~~October 29, April 1, 2020~~4, is adopted by reference except such portions as are hereinafter amended or specified and incorporated herein as fully as if set out at length herein collectively referred to as “Cities Electrical Code” or “WCEC” unless specifically provided otherwise.

(a) Page 10 of the Cities Electrical Code references ~~to RCW 19.28.010(2) is corrected to~~ RCW 19.28.010(3).

(b) Page ~~29~~43, Part 3, Article 100, Definitions, of the 2023 Washington Cities Electrical Code only pertains to the 2023 National eElectrical eCode and is related to the electrical code enforcement and not to other chapters or sections of the Marysville Municipal Code.

(3) Code Conflict Resolution. Any conflict between the provisions of the city of Marysville Code, the 2020~~3~~ NEC and the 2023 Washington Cities Electrical Code will be resolved in favor of the most stringent code section.

EXHIBIT N

16.12.015 Amendments made in the National Electrical Code and Washington Cities Electrical Code.

(1) Subsequent Amendments. All amendments or supplements to the 2023 National Electrical Code (NEC) adopted by the NFPA National Fire Protection Association and by the state of Washington as part of the State Building Code shall become a part of this code in all respects insofar as it is applied and enforced within the jurisdictional boundaries of the city of Marysville.

(2) Subsequent Amendments. All amendments or supplements to the 2023 Washington Cities Electrical Code (WCEC) shall become part of this code in all respects insofar as it is applied and enforced within the jurisdictional boundaries of the city of Marysville.

EXHIBIT O

16.12.020 WAC 296-46B-906 adopted – Schedule of fees and refunds.

The schedule of fees specified in WAC 296-46B-906, entitled “Electrical Fees,” is hereby adopted.

The building official may authorize refunding of not more than 70 percent of the plan review or permit fee paid when no review or work has been done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 90 days after the date of the fee payment.

WCEC page ~~19~~23, Section N, Fees, (5) Refunds, is not adopted.

WAC 296-46B-906, amended

Residential (Single-Family or Duplex) Fees

New construction, addition or remodel. Additions and remodels based on size of project.

Under 1,000 square feet	2 hours*
1,001 to 2,000 square feet	3 hours*
2,001 to 3,000 square feet	3.5 hours*
3,001 square feet and over	4 hours*
Garages and outbuildings (stand-alone projects)	2 hours*
Service/panel change or alteration	2 hours*
Circuits added/altered without service change	
1 or 2 circuits	1 hour*
3 or more circuits	1.5 hours*
Meter/mast repair or alteration	1 hour*

Commercial and Multifamily Fees (including fire alarm)

~~Total valuation (time and materials)~~

\$250.00 or less	1 hour*
\$251.00 to \$5,000	1 hour* + 3% of cost over \$250.00
\$5,001 to \$50,000	2 hours* + 1.5% of cost over \$5,000
\$50,001 to \$250,000	12 hours* + 0.9% of cost over \$50,000

\$250,001 to \$1,000,000

42 hours* + 0.7% of cost over \$250,000

\$1,000,001 and above

133 hours* + 0.4% of cost over \$1,000,000

Total Valuation	Permit Fee*	Plan Review Fee
<u>\$250 or Less</u>	<u>1</u>	<u>Not applicable.</u>
<u>\$250 - \$5,000</u>	<u>2</u>	
<u>\$5,001 to \$25,000</u>	<u>4</u>	
<u>\$25,001 to \$50,000</u>	<u>5</u>	<u>65% of Permit Fee</u>
<u>\$50,001 to \$100,000</u>	<u>7</u>	
<u>\$100,001 to \$250,000</u>	<u>11</u>	
<u>\$250,001 to \$500,000</u>	<u>14</u>	
<u>\$500,001 to 1,000,000</u>	<u>17</u>	
<u>\$1,000,001 to \$2,000,000</u>	<u>25</u>	
<u>\$2,000,001 to \$5,000,000</u>	<u>30</u>	
<u>\$5,000,001 to \$10,000,000</u>	<u>35</u>	
<u>\$10,000,001 and Over</u>	<u>40</u>	
<u>*Permit fee units are based on hourly rates listed in the table below.</u>		

~~*Hourly rates for the building division will increase 3% each year as shown below.~~

* Hourly Rates Table

<u>Year</u>	2023/2024	2025	2026	2027	2028
<u>Rate/Hour</u>	\$112	\$115	\$119	\$122	\$126

Commercial low voltage/power limited permits are issued on the value of each installation

(Use the valuation schedule shown above for fire alarms)

Residential low voltage/power limited permits listed below are charged for one hour* of staff time each:

T-stat, intercom, low voltage wire security systems, multimedia systems, and miscellaneous low voltage system requiring permits, except wireless intrusion installations/security system for residential properties that are not a wired installation or adding a plug-in class 2 transformer does not require an electrical permit.

Miscellaneous Fees

Temporary service: 0 – 200 amps	1 hour*
Temporary service: 201 – 400 amps	1 hour*
Temporary service: 401 and more	by valuation
Manufactured/mobile home service (does not include outbuildings)	2 hours*
Signs	1 hour*
Solar panels	3 hours*
Carnival	2 hours*
Inspection of work done without permit: double fee (charge 2 hours* for every hour* of time)	*
Reinspection fee (not ready, corrections not made)	1 hour*
Plan review fee or inspection not specified elsewhere (one hour minimum)	1 hour*
Typical plan review fees for electrical work shall be equal to 65% of the total permit fee set forth in this table*	

*Hourly rates for the building division will increase 3% each year as shown below.

*** Hourly Rates Table**

<u>Year</u>	2023/2024	2025	2026	2027	2028
<u>Rate/Hour</u>	\$112	\$115	\$119	\$122	\$126

EXHIBIT P

16.12.030 Amendments – Administrative chapter.

There is added to the administration chapter of the 2023 National Electrical Code a new section which shall read as follows (reference 2023 WCEC applicable parts of Parts 1, 2 and 3):

1. EXISTING BUILDINGS. Reference – WCEC (~~page 37-S12~~).
2. MAINTENANCE. Reference 2023 WCEC (~~page 812—85.5 C~~).
3. MOVED BUILDINGS. Reference 2023 WCEC (~~page 1014—85.9 A~~).
4. ADMINISTRATIVE AUTHORITY AND ASSISTANTS. Reference 2023 WCEC (~~page 1017—85.9 A~~).
5. RIGHT-OF-ENTRY. Reference 2023 WCEC (~~page 2833—85.191~~). The Building Official or his/her authorized representative shall have recourse to every remedy provided by law to secure entry.

When the Building Official or his/her authorized representative shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official or his/her authorized representative for the purpose of inspection and examination pursuant to this Code.

6. STOP ORDERS. Reference 2023 WCEC (~~page 3138—85.25 A through F~~).
 7. LIABILITY. Also reference 2023 WCEC (~~page 1418—85.11-11~~). The Building Official or any employee charged with the enforcement of this Code, acting in good faith and without malice for the City in the discharge of his/her duties, shall not thereby render himself liable personally and he is hereby relieved from all personal liability for any damage that may accrue to person or property as a result of any act required or by reason of any act or omission in the discharge of his/her duties. Any suit brought against the Building Official or employee, because of such act or omission performed by him/her in the enforcement of any provisions of this Code, shall be defended by the legal department of the City until final termination of the proceedings. This code is one of general application and nothing herein is intended to create liability or cause action running in favor of individual members of the public.
 8. UNSAFE CONDITIONS. Reference 2023 WCEC (~~page 3136 and 37,—85.23-A through F~~).
 9. VIOLATION. Reference 2023 WCEC (~~page 3237—85.25~~).
 10. PERMITS AND INSPECTIONS. Reference 2023 WCEC (~~page 1418—85.13, for Permit & Fees, and page 85.15, and page 2631 for—85.19, Inspections & and Testing~~).
- (a) Permits required: Reference 2023 WCEC (~~page 1418—85.13, Permit & Fees, and page 85.15, and page 26—85.19, Inspections & Testing~~).

- (b) Application: Reference 2023 WCEC (~~page 1921—85.15~~).
- (c) To Whom Permits May Be Issued: Reference 2023 WCEC (~~page 1418—85.13, Permit & Fees, and page 85.15, and page 26—85.19, Inspections & Testing~~).
- (d) Plans and Specifications: Reference 2023 WCEC (~~page 19224—85.25~~).
- (e) Plan Checking: Reference 2023 WCEC (~~page 2125—85.15~~).
- (f) Validity: Reference 2023 WCEC (~~page 1822—85.13 K~~).
- (g) Suspension or Revocation: Reference 2023 WCEC (~~page 1822—85.13 M~~).
- (h) Inspections: Reference 2023 WCEC (~~page 2631—85.19~~).

11. ELECTRICAL PERMIT FEES. Reference 2023 WCEC (~~page 2623—85.19~~). A fee for each electrical permit shall be paid to the Building Official as set forth in ~~Table 1-A~~ WAC 296-46B-906, amended, Electrical Fees.

12. VIOLATION CITATION – ORDER. Reference 2023 WCEC (~~page 3237—85.25~~).

EXHIBIT Q

16.12.050 Code amendments – General provisions.

Reference the 2023 WCEC. (Ord. 2821 § 1, 2010; Ord. 2740 § 3, 2008; Ord. 2708 § 3, 2007).

16.12.060 Prohibited cables.

Reference WCEC (page ~~26-31~~—~~85-19~~). (Ord. 2821 § 1, 2010; Ord. 2740 § 3, 2008; Ord. 2708 § 3, 2007).

16.12.070 Violations and penalties.

Each of the codes and regulations adopted in this chapter are hereby amended by the addition of the following:

Violations and Penalties. Also reference 2023 WCEC (page ~~3237~~—~~85.25~~, ~~sections B & C~~).

1. A violation of the provisions of this Code shall be subject to the City's Civil Enforcement Procedures as set forth in Title 4 MMC and any person, firm or corporation who violates any provision of this Code shall be subject to said enforcement procedures. Provided, however, notwithstanding language to the contrary, any violation citation issued concerning a violation of this Code shall be issued by the Building Official or his/her designee.

2. Any person, firm or corporation who violates any provision of this Code shall be deemed guilty of a misdemeanor, and each such person, firm or corporation shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed, continued or permitted, and upon conviction of any such violation such person, firm or corporation shall be punishable by a fine not to exceed one thousand dollars, or imprisonment in jail not to exceed ninety days, or by both such fine and imprisonment.

3. The enforcement provisions and procedures provided in this Code are not exclusive and the City is authorized to pursue any remedy it deems appropriate or as otherwise provided by law.

4. The issuance or granting of a permit or approval of plans and/or specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this Code or any other law or regulation. No permit presuming to give authority to violate or cancel the provisions of this Code shall be valid, except insofar as the work or use which it authorized is lawful.

5. The issuance or granting of a permit or approval of plans and/or specifications shall not prevent the building official or designee from thereafter requiring the correction of errors in said plans and/or specifications or from preventing construction operation being carried on thereunder when in violation of this Code or of any other ordinance, law or regulations or from revoking any certificate of approval when issued in error.

EXHIBIT R

16.12.100 Board of electrical appeals.

(1) Appeals from any ruling made under this chapter may be made to the building code board of appeals. Procedural rules concerning appeals shall be as provided in the building code.

(2) Section 85.27, Means of Appeal, is deleted from the 2023 WCEC (page ~~3439~~—85.27).

EXHIBIT S

16.12.200 Annex ~~1-2-3~~ A, B, and C.

Annex A, B, and C ~~to~~ of the 2023 National Electrical Code, ~~2020 Edition~~, are adopted, incorporated by this reference, and made a part of this chapter as if fully set forth in this chapter.

EXHIBIT T

16.28.010 Adoption by reference.

A certain document, not less than one copy of which is filed in the office of the building official of the city of Marysville, being marked and designated as the “2021 International Mechanical Code, ~~2018 Edition~~,” and Appendix Chapter A thereto, published by the International Code Council, and the “2021 International Fuel Gas Code, ~~2018 Edition~~,” is adopted as the mechanical code of the city of Marysville for regulating the installation and maintenance of heating, ventilating, cooling and refrigeration systems, providing for the issuance of permits and the collection of fees therefor, and providing penalties for the violation thereof. Each and all of the regulations, provisions, penalties, conditions and terms of said code are incorporated and made a part of this chapter as if fully set forth herein.

EXHIBIT U

16.28.015 Fee schedule adopted and refunds.

Section 106.5.2 of the 2018~~21~~ International Mechanical Code, “Fee Schedule” and Appendix B, is hereby adopted and amended.

Section 106.5.3 Fee funds amended – Refunds:

The building official may authorize refunding of not more than 70 percent of the plan review or permit fee paid when no review or work has been done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 90 days after the date of the fee payment.

2018~~21~~ IMC INTERNATIONAL MECHANICAL CODE

“Fee Schedule” and Appendix B Amended

Permit Issuance and Heaters

1. For the issuance of each mechanical permit 1 hour*

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

1. Furnaces

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW) \$25.00

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 Btu/h (29.3 kW) \$25.00

For the installation or relocation of each floor furnace, including vent \$25.00

For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater \$25.00

2. Appliance Vents

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit \$25.00

3. Repairs or Additions

For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code \$25.00

4. Boilers, Compressors and Absorption Systems

For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW) \$25.00

For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW) \$35.00

For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW) \$45.00

For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW) \$65.00

For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW) \$125.00

5. Air Handlers

For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4,719 L/s), including ducts attached thereto \$25.00

Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere in the Mechanical Code.

For each air-handling unit over 10,000 cfm (4,719 L/s) \$25.00

6. Evaporative Coolers

For each evaporative cooler other than portable type	\$25.00
7. Ventilation and Exhaust	
For each ventilation fan connected to a single duct	\$25.00
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$25.00
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$25.00
8. Incinerators	
For the installation or relocation of each domestic-type incinerator	\$25.00
For the installation or relocation of each commercial or industrial-type incinerator	\$20.00
9. Miscellaneous	
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table, i.e., fire/smoke dampers	\$25.00
For each additional supply or return air diffuser	\$15.00
When Chapter 13 is applicable, permit fees for fuel gas piping shall be:	
Gas Piping System	
For each gas piping system of one to four outlets	\$25.00
For each additional outlet exceeding four, each	\$15.00
When Chapter 14 is applicable, permit fees for process piping shall be as follows:	
For each hazardous process piping system (HPP) of one to four outlets	\$15.00
For each hazardous process piping system of five or more outlets, per outlet	\$15.00
For each nonhazardous process piping system (NPP) of one to four outlets	\$15.00

For each nonhazardous piping system of five or more outlets, per outlet \$15.00

Other Inspections and Fees

1. Inspections outside of normal business hours, per hour (minimum charge – two hours) 2 hours*
2. Reinspection fees assessed under provisions of Section 107.3.3, per inspection per hour*
3. Inspections for which no fee is specifically indicated, per hour (minimum charge – one-half hour) per hour*
4. Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge – one-half hour) per hour*
5. Jurisdiction may issue permit fees from project valuation and/or the hourly cost to cover employee inspection time, whichever is greatest.
6. Typical plan review fees for mechanical work shall be equal to 25% of the total permit fee as set forth in ~~Table 1-A and 106.5.2. MMC 16.28.015; Except for commercial and multifamily projects, provided that, fees for~~ commercial and multifamily projects will be based on project valuation and a 65% plan review fee.
7. For miscellaneous applications, plan reviews and permits including expired applications and permits for which no fee is specified: Fee will be at a per hour* rate with a minimum fee of one hour.

~~*Hourly rates for the building division will increase 3% each year as shown below.~~

* Hourly Rates Table

<u>Year</u>	2023/2024	2025	2026	2027	2028
<u>Rate/Hour</u>	\$112	\$115	\$119	\$122	\$126

EXHIBIT V

16.36.010 Adoption.

A certain document, not less than three copies of which are on file in the office of the clerk of the city of Marysville, being marked and designated as ~~Chapters~~ WAC 51-2010 and 51-21-WAC (“Rules and Regulations Setting Barrier-Free Design Standards”), and ~~Chapter~~ RCW 70.92 RCW (“Public Buildings – Provision for Aged and Handicapped”), are hereby adopted by reference, and incorporated herein as if the same were fully set forth in this chapter.

EXHIBIT W

16.36.020 Subsequent amendments.

All amendments or supplements to ~~Chapter~~ WAC 51-10 ~~WAC~~, and ~~Chapter~~ RCW 70.92 ~~RCW~~, shall become a part of this code in all respects insofar as the same are applied and enforced within the jurisdictional boundaries of the city of Marysville.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Court Administrator Suzanne Elsner, Court

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Interlocal Database Agreement with Department of Social and Health Services for Benefit Verification Services

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Interlocal Agreement with the Department of Social and Health Services for Benefit Verification Services

SUMMARY: Benefit Verification Services, BVS, allows the court access to confirm benefits to help determine eligibility for those individuals applying for public defense services.

ATTACHMENTS:

[City of Marysville Municipal Court - Benefit Verification System Datashare Agreement 2491-55852.pdf](#)

 Washington State Department of Social & Health Services <i>Transforming lives</i>	INTERLOCAL DATASHARE AGREEMENT Benefit Verification System (BVS)	DSHS Agreement Number: 2491-55852
This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.		Program Contract Number: Contractor Contract Number:
CONTRACTOR NAME City of Marysville		CONTRACTOR doing business as (DBA) Marysville Municipal Court
CONTRACTOR ADDRESS 501 Delta Ave Marysville, WA 98270		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) DSHS INDEX NUMBER 29461
CONTRACTOR CONTACT Kim Ricker	CONTRACTOR TELEPHONE (360) 363-8059	CONTRACTOR FAX (360) 657-2960 CONTRACTOR E-MAIL ADDRESS kricker@marysvillewa.gov
DSHS ADMINISTRATION Economic Services Administration	DSHS DIVISION Community Services Division	DSHS CONTRACT CODE 3080DS-91
DSHS CONTACT NAME AND TITLE Whitni Fleck Social & Health Services Program Manager		DSHS CONTACT ADDRESS 1301 E 72nd St Tacoma, WA 98404-3346
DSHS CONTACT TELEPHONE (564) 669-4860	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS whitni.fleck@dsht.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		ASSISTANCE LISTING NUMBER(S)
AGREEMENT START DATE 06/01/2024	AGREEMENT END DATE 05/31/2029	MAXIMUM AGREEMENT AMOUNT No Payment
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: ☒ Exhibits (specify): Data Security: Exhibit A – Data Security; EXHIBIT B – BVS User List (Excel Format Requirement)		
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.		
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE Michelle Malmoe, Contracts Officer DSHS/ESA/Community Services Division	DATE SIGNED

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key;" a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters

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can be accessed at <http://apps.leg.wa.gov/rcw/>.

- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

2. Amendment. This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. Assignment. The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. Billing Limitations.

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. Compliance with Applicable Law and Washington State Requirements.

- a. **Applicable Law.** Throughout the performance of this Agreement, Contractor shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to

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this Agreement.

- b. **Civil Rights and Nondiscrimination.** Contractor shall comply with all federal and state civil rights and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

- c. **Nondiscrimination.**

- (1) **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
 - (2) **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

- d. **Certification Regarding Russian Government Contracts and/or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor does not comply with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof.

6. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
 - (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

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- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

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- e. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
9. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
10. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
11. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
12. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.
- Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
13. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

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- 14. Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
- 15. Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
- 16. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
 - b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
 - c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.
- 17. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Interlocal Agreements:

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- 18. Disputes.** Both DSHS and the Contractor (“Parties”) agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency’s respective operational protocols, to the Secretary of DSHS (“Secretary”) and the Contractor’s Agency Head (“Agency Head”) or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

19. Hold Harmless.

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor’s, or any Subcontractor’s, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS’ performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

- 20. Ownership of Material.** Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be “work made for hire” as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material

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which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not “work made for hire”; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

21. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a “Summary Schedule of Prior Audit Findings” reporting the status of all audit findings included in the prior audit’s schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the

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Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

22. Termination.

- a. **Default.** If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. **Convenience.** Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. **Payment for Performance.** If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

- 23. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

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1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "BVS" means Benefit Verification System containing client specific information about benefits received through DSHS.
 - b. "BVS User or User" means contractor staff that have been approved and granted access to the BVS system for purposes of this Agreement. "
 - c. "Client" means any client of DSHS receiving benefits.
 - d. "CSD" means Community Services Division.
 - e. "Data" means the information that is disclosed or exchanged as described by this Agreement and includes all Data defined in the term Confidential Information.
 - f. "Data Provider," as used in the Special Terms and Conditions of this Agreement, means the entity that is disclosing their Data for use by the Data Recipient for completion of this Agreement.
 - g. "Data Recipient," as used in the Special Terms and Conditions of this Agreement, means the entity that is receiving the Data from the Data Provider for purposes of completion of this Agreement.
 - h. "DSHS Contact" means the person whose name appears in the DSHS Contact box on page 1 of this Agreement.
 - i. "DSHS Client ID Number" or "Client ID #" is a number assigned to each client by DSHS. DSHS Client ID Number is the primary means of identification of the client. This number is located in the upper right corner of all DSHS correspondence to the client. On the DSHS letter, it is called "Client ID #."
 - j. "ESA" means Economic Services Administration.
 - k. "Nondisclosure Form" means ESA Nondisclosure of Confidential Information Agreement – Non-Employee DSHS # **03-374d**.
 - l. "Portable Device" includes but is not limited to smart phones, tablets, flash memory devices (e.g. USB flash drives personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
 - m. "Portable Media" includes, but is not limited to optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, removable or external hard disk drives), or flash media (e.g. Compact Flash, SD, MMC).
 - n. "SAW" means Secure Access Washington.
2. **Purpose.**
 - a. The purpose of this data sharing agreement is to provide the Contractor specific public assistance client financial data to verify client eligibility for low-income programs through BVS access.
 - b. Access to the BVS is for the Contractor to confirm if client applicants are currently receiving DSHS services.

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- c. The Contractor shall use the information to administer state and federal programs for low-income client assistance and legal fee assistance.

3. Legal Authority.

45 CFR205.50(a)(1)(i)(C), Financial / Benefit Data

A State plan for financial assistance under title IV-A of the Social Security Act, must provide that the use or disclosure of information concerning applicants and recipients will be limited to purposes directly connected with the administration of any other Federal or federally assisted program which provides assistance, in cash or in kind, or services, directly to individuals on the basis of need.

4. Statement of Work.

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

a. Description of Data.

- (1) Data Sharing. DSHS shall grant the Contractor limited access to the web-based BVS for client information specific only to the Contractor's caseload. DSHS grants BVS access based on the Contractor's "need to know." Authority for any system changes, suspension, and removal of access or data enhancements to BVS lies solely within DSHS.
 - (2) The BVS User shall enter the following information into the DSHS Benefit Verification System (BVS):
 - (a) DSHS Client ID number; or
 - (b) Client's first name, Last Name, and Full Social Security Number; and
 - (c) Month/Year of information needed.
 - (3) DSHS shall grant the Contractor limited access to the DSHS ESA BVS using the following client information:
 - (a) Benefit Status ONLY:
 - i. Client name;
 - ii. Status active/non active.
 - (4) The Benefit Verification System will return client data to the BVS User via the website.
 - (5) Contractor/BVS users must not use programming scripts or automated search tools.
- b. **Requirements for Data Access.** The Contractor Must:
- (1) Notify the DSHS Contact listed on page one of this Agreement to request BVS actions or to request new BVS user access. Contractor will use the format indicated in Exhibit B when requesting BVS actions.

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- (2) Provide training to new BVS users on system access, system navigation, and confidentiality by using the following links:

<https://www.dshs.wa.gov/data/training/saw/story.html>

<https://www.dshs.wa.gov/data/training/bvs/story.html>

Registered BVS users will receive a system-automated email to the registered email account provided by the Contractor when requesting BVS access.

- (3) Require BVS staff to read, sign, and date the Nondisclosure Form to gain and maintain access to BVS. The form can be found at [Electronic DSHS Forms | DSHS \(wa.gov\)](#). BVS users must sign and date this form annually. The Contractor must retain a copy of all signed Nondisclosure Forms on file for the duration of the Agreement and provide the forms to DSHS upon request.
- (4) Only provide the initial Nondisclosure Form to the DSHS Contact for each new BVS user and will retain the forms that are signed yearly thereafter. Retain all Nondisclosure Forms signed by staff on premises at all times.
- (5) Send an email to DSHS Contact every year to confirm that all BVS users have signed the yearly Nondisclosure Form.
- (6) Provide current contact information, signed Nondisclosure Forms, and training materials upon request. All reports, training materials or manuals using DSHS data must have all personal identifying data removed.
- (7) Send an updated BVS user list (Exhibit B) to the DSHS Contact when changes occur or upon request. Maintain a current BVS users list throughout the period of performance of this Agreement.
- (8) Notify BVS users of amendments that affect those with BVS access during the life of this Agreement.
- (9) Notify the DSHS Contact immediately when:
- (a) The Contractor is no longer providing services under the purpose of this Agreement.
 - (b) Staff with BVS access is terminated from employment with the Contractor or no longer has a business need.
- (10) Limit client data access to BVS users whose duties specifically require access to such data.

5. Consent.

(Washington State Courts are not required to obtain a consent form at this time.)

- a. The Contractor must obtain and retain a valid written consent form signed in advance by the client that allows DSHS to share information with the Contractor. To meet the DSHS authorization standards and consent language, the Contractor is required to use the **DSHS consent form 14-012**. The DSHS Contact on page one will provide the form upon request. Contractor may request an exception to the use of DSHS consent form 14-012 by written request to the DSHS Contact. Such a request shall be subject to program evaluation and approved or denied at DSHS absolute

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discretion.

- b. The Contractor must retain copies of the signed application and consent form(s) on file in either an electronic format, hardcopy format, or both for monitoring purposes. Contractor must make these forms available to DSHS Contact upon request.
- c. The Contractor agrees not to use the BVS system to access the data of any other clients who have not applied for the Contractor's services or who have not signed a client consent form.

6. Security of Data.

- a. Violations of the nondisclosure provisions of this Agreement are considered gross misdemeanor under [RCW 74.04.060](#) Records, confidential – Exceptions - Penalty, and may result in criminal or civil penalties punishable by imprisonment of not more than one year and/or a fine not to exceed five thousand dollars.
- b. The Contractor must take reasonable precautions to prevent unauthorized physical and electronic access to data. Contractor shall prevent unauthorized persons from retrieving data by means of computer, remote terminal, or other means.
- c. If the Contractor chooses to retain hard copies of clients' information obtained under this Agreement, the Contractor shall maintain all hard copies of information in a locked filing cabinet or locked office when not in use. Only authorized BVS users shall have the key.
- d. When the Contractor is required to retain any information, document, application, or consent identified in this Agreement, the Contractor may maintain such information, document, application, or consent in either electronic format, hardcopy format, or both. The storage of clients' personal information on personal or company issued portable devices/media is not allowed under this Agreement.
- e. The information provided under this Agreement will remain the property of DSHS and will be promptly destroyed by the Contractor, or returned to the DSHS, when the work for which the information was required, as fully described herein, is completed.
- f. The Contractor must comply with all data security requirements outlined in [Exhibit A – Data Security Requirements](#).

7. Confidentiality and Nondisclosure.

- a. The data shared under this Agreement is confidential in nature and is subject to state and federal confidentiality requirements that bind the Contractor and its employees to protect the confidentiality of the personal information contained in the data provided by the Economic Services Administration. The Contractor may use personal data and other data gained under this Agreement for the purpose of this Agreement only.
- b. The Contractor shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements, including restrictions on re-disclosure.
- c. The Contractor must not disclose, transfer, or sell any data as described in this Agreement to any party, in whole or in part, except as provided by law, or to any individual or agency not specifically authorized by federal or state law, rule, or regulation.

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d. RCW 74.04.060 - Records, confidential—Exceptions—Penalty.

For the protection of applicants and recipients, the department, the authority, and the county offices and their respective officers and employees are prohibited, except as hereinafter provided, from disclosing the contents of any records, files, papers and communications, except for purposes directly connected with the administration of the programs of this title. In any judicial proceeding, except such proceeding as is directly concerned with the administration of these programs, such records, files, papers and communications, and their contents, shall be deemed privileged communications and except for the right of any individual to inquire of the office whether a named individual is a recipient of welfare assistance and such person shall be entitled to an affirmative or negative answer.

8. Data Breach.

As provided in Exhibit A of this Agreement, the compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS. The Contractor is responsible for costs associated with data breach.

9. Limitations on Use of Data.

If data generated by the Contractor contains personal information of DSHS clients, then this data shall be subject to review and approval by DSHS prior to disclosure or presentation of such data.

10. Payment.

DSHS will provide the information under this Agreement at no charge to the Contractor. The Contractor shall be responsible for any expenses incurred during data access. This includes any costs for hardware/software upgrades, and costs to improve any systems or processors that will enable the Contractor to access the data.

11. Agreement Monitoring.

DSHS must conduct monitoring in accordance with DSHS Administrative Policy 13.11. The Contractor's records related to this Agreement will be reviewed for compliance with the terms and conditions of this Agreement. DSHS reserves all other rights of inspection as provided in the General Terms and Conditions of this Agreement.

12. Agreement Suspension.

DSHS may take certain actions in the event the Contractor, or any of its partners, officers, directors, or employees, is under investigation by a local, county, state or federal agency, for a matter, which DSHS determines, may adversely affect the delivery of services provided under this Agreement. DSHS may, without prior notice, either suspend the delivery of services or disallow the person(s) involved in the allegation(s) from providing services or having contact with clients pending final resolution of the investigation.

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13. Change in Circumstances.

The Contractor shall email any information concerning the Contractor's change of circumstances to DSHS within ten (10) business days. Changes in circumstances include change of the Contractor's:

- a. Business name;
- b. Address;
- c. Telephone number and fax number;
- d. E-mail address;
- e. Business status; and
- f. Contractor contact and authorized signatory.

The Contractor must use a Contractor Information Update Form provided by the DSHS Contact to submit the change in circumstances.

Any changes that occur in the Contractor's program or changes affecting program implementation or deviations from any of the services, as described in this Agreement, must be acknowledged in writing to DSHS.

14. Subcontracting.

The Contractor must not subcontract services under this Agreement.

15. Fraud Reporting.

The Contractor may report any knowledge of welfare fraud to DSHS by calling 1-800-562-6906.

16. Disputes.

Either party may submit a request for resolution of an agreement dispute (rates set by law, regulation, or DSHS policy are not disputable). The requesting party shall submit a written statement identifying the issue(s) in dispute and the relative positions of the parties. A request for a dispute resolution must include the Contractor's name, address, and Agreement number, and be mailed to the CSD Contracts Unit at the address below and to the DSHS contact listed on page 1 of this Agreement within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue in dispute.

DSHS/ESA-Community Services Division
PO Box 45470
Olympia, WA 98504
Attn: CSD Contracts Unit

Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. “AES” means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. “Authorized Users(s)” means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
 - c. “Business Associate Agreement” means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. “Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
 - e. “Cloud” means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
 - f. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - g. “FedRAMP” means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
 - h. “Hardened Password” means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

- i. “Mobile Device” means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- j. “Multi-factor Authentication” means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. “PIN” means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- k. “Portable Device” means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
- l. “Portable Media” means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
- m. “Secure Area” means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
- n. “Trusted Network” means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
- o. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
- b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
- c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

- a. Have documented policies and procedures governing access to systems with the shared Data.
- b. Restrict access through administrative, physical, and technical controls to authorized staff.
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
- d. Ensure that only authorized users are capable of accessing the Data.
- e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
 - (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- k. Render the device unusable after a maximum of 10 failed logon attempts.

5. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID

and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

- b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

- (a) Encrypt the Data.
- (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
- (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
- (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
- (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. Data stored for backup purposes.

- (1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:
 - (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.

- (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
- (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.
- (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
- (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

- (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
- (b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. System Protection. To prevent compromise of systems which contain DSHS Data or through which that Data passes:

- a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

- b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. Data Disposition. When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. Notification of Compromise or Potential Compromise. The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. Data shared with Subcontractors. If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

(Note: Please do not use this Exhibit spreadsheet as all Contractors will be emailed a BVS User List during the contract approval process to keep on file.)

[illegible]



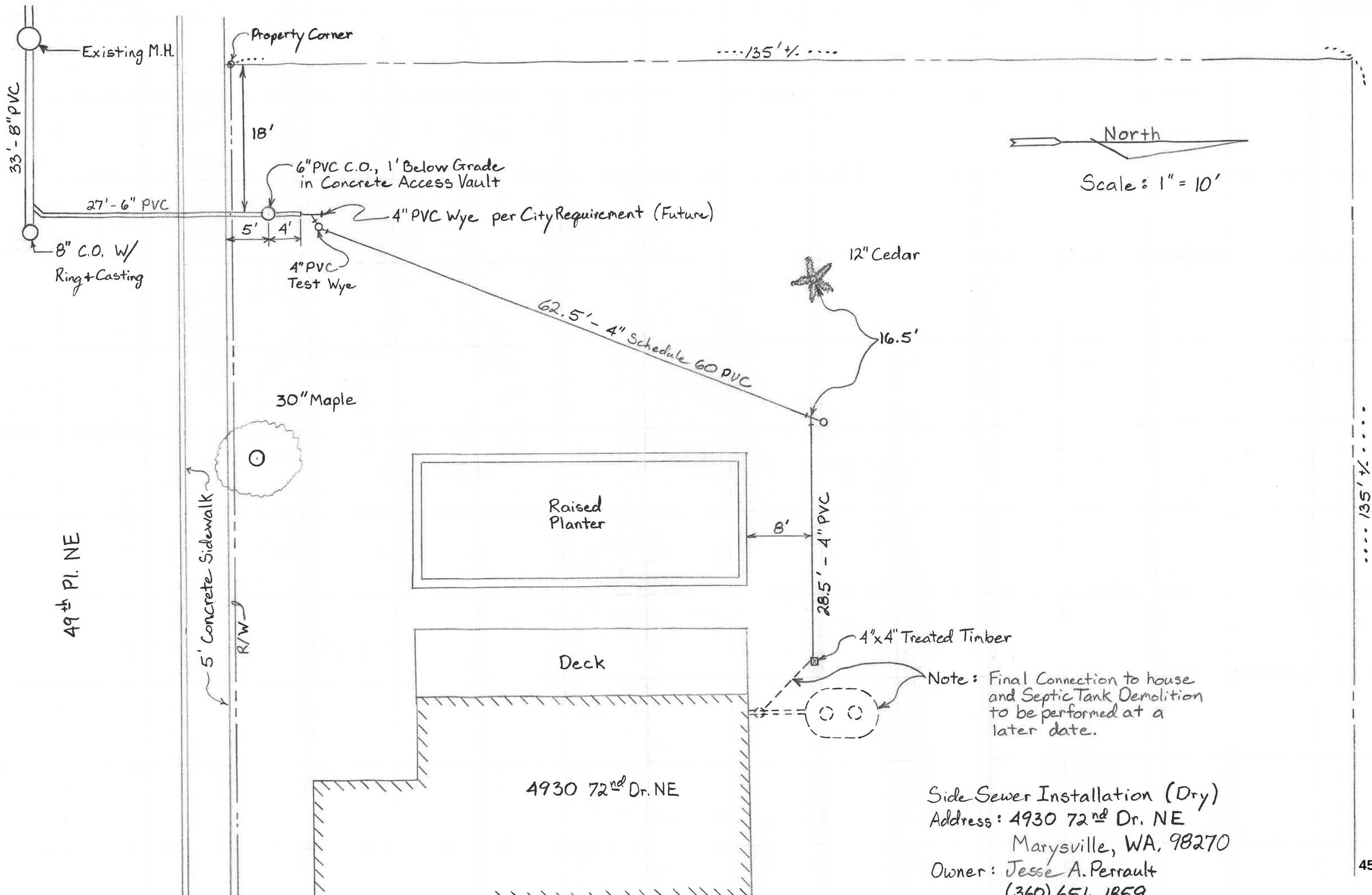
Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 3, 2024
SUBMITTED BY:	Engineering Coordinator Laurie Barbosa, Public Works
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Covenant – Perrault Sewer Connection
SUGGESTED ACTION:	I move to authorize the Mayor to sign and execute the Perrault Sewer Connection Covenant.
SUMMARY:	In 2000, the resident at 4930 72nd Dr NE intended to connect his property to public sewer, which would typically require extension of a sewer main across the 72nd Dr frontage of his parcel (MCC 14.03.250). The property owner requested a utility variance to connect to a different line, due to topographic challenges. The variance was granted by Resolution #1982, subject to the owner entering into an agreement (covenant) to participate in the construction costs for an eventual 8" sanitary sewer within 72nd Dr NE, if/when it is ultimately constructed. The property owner has delayed his sewer connection until now, and is entering into the required agreement in support of his upcoming utility connection.

ATTACHMENTS:

[Perrault - Site Map.pdf](#)
[Perrault - Resolution 1982.pdf](#)
[Perrault - Covenant \(partially executed\).pdf](#)



Side Sewer Installation (Dry)
 Address: 4930 72nd Dr. NE
 Marysville, WA, 98270
 Owner: Jesse A. Perrault
 (360) 451-1859

1 - utilities
1 - Applicant

CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. 1982

A RESOLUTION OF THE CITY OF MARYSVILLE GRANTING A UTILITY VARIANCE FOR JESSE A. PERRAULT FOR PROPERTY LOCATED AT 4930 - 72ND DRIVE N.E., LOT 7, MARYSVILLE, WASHINGTON.

WHEREAS, on April 3, 2000 Jesse A. Perrault applied for a utility variance for one sewer connection and waiver of the frontage requirement of MMC 14.03.300 for property located 4930 - 72nd Drive N.E., Lot 7, Marysville, Washington; and

WHEREAS, on April 24, 2000 the City Council of the City of Marysville held a public meeting concerning the variance application and made the following findings:

1. The property is within the City limits, RUSA, CWSP, and urban growth boundaries.

2. The single family residence at the above referenced address is located on a corner lot which fronts 72nd Drive NE and 49th Place NE. The Plat of Jefferson Hill is currently under construction and has completed the installation of the sanitary sewermain in 72nd Drive NE to 49th Place NE, and is scheduled to do paving within the next several weeks. There is also an existing sanitary sewer in 49th Place (Eastview Hills) which extends to the applicant's west property line.

3. Because of the topography of the applicant's lot (slopes to the west), it is questionable if the existing home can be served by extending the new main in 72nd Drive NE. However, extension of that main will eventually be required to serve property along 72nd Drive to the crest of the hill which is approximately 500' north of 49th Place NE.

4. The applicant is requesting connecting to the existing sanitary sewermain in 49th Place NE. A side sewer off the existing 8" stub to serve the applicant's property will be required, and it would be beneficial to complete this prior to the scheduled paving. It also may be required to extend this 6" side sewer along the applicant's west property line within a 10' private easement to provide gravity service to the lot north of the applicant's property.

5. In light of the above-referenced findings, the authorization of the variance will not be materially detrimental to the public interest, welfare, or the environment.

6. The above-referenced findings reflect exceptional or extraordinary circumstances or conditions applying to the subject

property that do not apply generally to other properties in the same vicinity.

7. The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by owners of other properties in the same vicinity.

8. The granting of a variance in this case will not be inconsistent with the long-range plans of the City utility system or jeopardize utility availability for properties within the City limits, so long as this utility connection is limited to the current use, which is single-family residential.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

1. The variance for the applicant's connection to sewer and for waiver of the requirements of MMC 14.03.300 is hereby granted subject to the following conditions:

a. The side sewer to the applicant's property shall be installed in accordance with the City's sanitary sewer design standards.

b. The applicant shall enter into an agreement substantially in the form attached hereto as Exhibit A requiring the applicant to participate in his fair share of the cost of extending the 8" sanitary sewer in 72nd Drive NE at the time of installation.

c. The applicant shall provide the City with a 10 foot utility easement in a form acceptable to the City along the west property line of the applicant's property for future side sewer installation to the adjacent lot on the north side.

d. The applicant shall pay all applicable fees and comply with all other applicable provisions of the Marysville Municipal Code.

2. This decision shall be final and conclusive with the right of appeal by any aggrieved party to the Superior Court of Snohomish County by filing a Land Use Petition pursuant to the Land Use Petition Act within twenty-one (21) days after the passage of this resolution.

22nd PASSED by the City Council and APPROVED by the Mayor this day of May, 2000.

CITY OF MARYSVILLE

By David A. Weiser
DAVID A. WEISER, Mayor

ATTEST:

By 
MARY SWENSON, City Clerk

Approved as to form:

By 
GRANT K. WEED, City Attorney

Filed for Record at Request of:

City of Marysville
501 Delta Avenue
Marysville, WA 98270

**COVENANT FOR EXTENSION OF MARYSVILLE SEWER SYSTEM
AND POWER OF ATTORNEY AND AGREEMENT NOT TO PROTEST FORMATION OF
LOCAL IMPROVEMENT DISTRICT**

THIS AGREEMENT, is entered into this 4th day of April, 2024, by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as the “City” and Jesse Perrault, hereinafter referred to as “Developer”;

WHEREAS, Developer is the owner of the following described real property situated at 4930 72nd DR NE, Marysville, WA. See **Exhibit A** attached hereto and incorporated by this reference; and

WHEREAS, Developer applied for and received a utility variance pursuant to Marysville Municipal Code § 14.03.300 requesting that it not be required to cover the frontage of 4930 72nd DR NE, Marysville, WA, which abut its property with extension of sewer mains as required by City Code; and

WHEREAS, on May 22, 2000, the Marysville City Council adopted Resolution No. 1982 granting the Developer’s application for said variance subject to conditions, including that the Developer enter into an agreement to be recorded with the Snohomish County Auditor obligating the Developer, its heirs, successors and assigns, to participate in any future extensions of the utility, either public or private, which would ultimately result in the frontage of the Developer’s property to be covered by sewer and water; and

WHEREAS, a condition of the above-referenced variance was that the Developer, prior to connection to the City utility, execute a covenant agreeing not to protest the formation of a ULID in the future; NOW, THEREFORE, In consideration for approval by the City of a variance authorizing connection to City sewer without covering the frontages of the Developer’s property and in consideration for the right of the Developer to connect to the City sewer system, the Developer hereby agrees as follows:

1. Developer, its heirs, successors and assigns, hereby agrees to participate in any future extensions of the sewer and/or water utilities in 72nd Drive N, whether said future extensions of the utilities are public or private. Said participation shall include Developer’s pro rata share of the cost of the

extension of said utilities with the ultimate result being that the frontage of the Developer's property be covered by sewer and water.

2. Developer hereby makes, constitutes and appoints by these presents the City of Marysville as the true and lawful attorney for it and in its name, place and stead, and grants it irrevocable proxy, to petition for and or cast a vote for approval of any local improvement district (or utility local improvement district) established for the construction and extension of the City's sanitary sewer system and/or water system on 4930 72nd DR NE. This power of attorney shall be a conveyance of an irrevocable interest in the above-described real property to the City and shall constitute a covenant running with the land in perpetuity; provided, that the City shall deliver a signed release of this power of attorney after completion of the sewer and water improvements described above.

3. Developer covenants and agrees not to protest in any manner whatsoever formation of a local improvement district (or utility local improvement district) and/or any privately funded extension (including, but not limited to, a recovery contract) for the construction of the sanitary sewer and/or water improvements described above.

4. This agreement and the power of attorney and covenants contained herein shall be binding upon Developer, its heirs, successors and assigns, and shall be construed as a covenant running with the land.

IN WITNESS WHEREOF, Developer has hereunto set its hand and seal the date first above written.

DEVELOPER:


JESSE PERRAULT

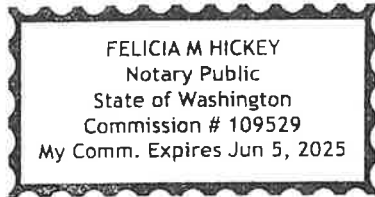
STATE OF WASHINGTON)

ss.

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JESSE PERRAULT is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 5th day of ~~March~~ ^{April}, 2024.



Felicia M. Hickey
Felicia M. Hickey

(Legibly print name of notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Arlington

My commission expires June 5, 2025

APPROVED BY CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
TINA BROCK, CITY CLERK

By _____
JON WALKER, CITY ATTORNEY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 3, 2024
SUBMITTED BY:	Parks Director Tara Mizell, Parks, Recreation & Culture
ITEM TYPE:	Award Funding
AGENDA SECTION:	New Business
SUBJECT:	Marysville Art Grants
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to approve the recommendation from the Marysville Park Board to fund the National Mural Award Project for \$20,000 and the Marysville City Band \$1,600.
SUMMARY:	The city received five applications for the Marysville Art Grants. The applications were reviewed by the Marysville Park Board and they are recommending funding for two applications. The first group is the National Mural Awards. This program will feature a 48 Hour Mural Festival. The group will work with our community to locate locations for the murals and work with 6-10 regional artists to participate. The public will be invited to watch the process. \$20,000. The second group is the Marysville City Band. They will use the funds to focused on equipment and obtaining additional music/music folders. They perform free of charge at numerous community events.

ATTACHMENTS:

[Art Grants application.docx](#)
[Jason_Tetlak-National_Mural_Awards.pdf](#)
[Lia_Blanchard-Marysville_Community_Band.pdf](#)

Marysville Cultural Art Grants

We believe that everyone deserves equal access to a full, vibrant and creative life, which is essential to a healthy society.

The City of Marysville is committed to funding grants that make a meaningful impact in our community by expanding access to arts and culture for residents and visitors throughout our city. We place a priority on funding grant requests that ensure artists and audiences of all ages, backgrounds, and identities are included, reflecting the City of Marysville's values of diversity, equity and inclusion.

Grant review criteria

- Cultural equity embodies the values, policies and practices that ensure all people-including but not limited to those who have been historically underrepresented based on race, ethnicity, age, disability, sexual orientation, gender, gender identity, socioeconomic status, citizenship status or religion are represented.
- Artistic excellence and innovation.
- Priority is given to projects involving Snohomish County-based organizations and artists. Applications from organizations outside our city will be considered if the project takes place within Marysville limits.

Eligibility requirements

- Organizations must be tax-exempt nonprofits under section 501 (c) (3) of the IRS code **or** be fiscally sponsored by a 501 (c) (3) nonprofit.
- Organizations must be non-discriminatory in their policies and practice in regard to race, ethnicity, age, disability, sexual orientation, gender, gender identity, socioeconomic status, geography, citizenship status or religion.

Eligible projects

- The commission funds artistic and cultural program costs, including artist fees, facility costs and production costs. Projects with an educational and cultural outreach component, designed to benefit students in Marysville are a plus.
- The commission funds projects taking place within Marysville city limits that are open to the general public.
- The commission does not fund scholarships, tuition assistance or staff time associated with the development and coordination of the project. Only time expended by the artist or artistic director is eligible for funding.

Timeline

- Application Period Opens - February 5, 2024
- Application Period Closes - March 29, 2024
- Marysville Park Board Selects Award Recipients - May 8, 2024
- Award Recipients Notified - By May 31, 2024

Questions?

Contact Tara Mizell at tmizell@marysvillewa.gov

Tara Mizell

From: noreply@civicplus.com
Sent: Saturday, February 10, 2024 8:37 AM
To: Tara Mizell
Subject: [External!] Online Form Submittal: 2024 Marysville Arts Application

Follow Up Flag: Flag for follow up
Flag Status: Flagged

[CAUTION:] This email originated from outside the City of Marysville. Do not click links or open attachments unless you recognize the sender and know the content is safe. Contact helpdesk if you have any concerns or questions.

2024 Marysville Arts Application

2024 Marysville Arts Application

Grant goals:

The City of Marysville is committed to funding grants that make a meaningful impact in our community by expanding access to arts and culture for residents and visitors throughout our city.

The City prioritizes grant requests that reflect the City's equity principles and ensures that artists and audiences of all ages, backgrounds and identities are included.

Eligibility Requirements:

Organizations must:

Be a tax-exempt nonprofit organization under section 501 (c) (3) of the IRS Code, **OR** be fiscally-sponsored by a 507 (c) (3) tax-exempt nonprofit organization,.

Be non-discriminatory in its policies and practices regarding race/ethnicity, age, disability, sexual orientation, gender, gender identity, socioeconomic status, geography, citizenship status, or religion.

Applicant Information

This is the information we will use to contact you about the status of your grant request, or if we have any questions.

Applicant's Name	Jason Tetlak
Position and/or title with applying Organization	Executive Director

Applicant's email address jason@nationalmuralawards.com

Applicant's Phone 904-422-8810
Number

Organization Information

These questions provide background information about your organization. It helps us understand what you do and why you do it.

The word "organization" herein applies to any person or group applying for Arts Grant.

Legal Name of National Mural Awards
Organization

Which of these describes Non-profit
your organization?

Briefly describe the The National Mural Awards was founded to honor & recognize
mission and background the best examples of mural art all over the nation. Since its
of organization* inception, it has grown from awarding prizes for individual
 artists to also recognizing groups & organizations using murals
 as a way to transform communities & revitalize neighborhoods,
 as well as to providing outreach & engagement services to help
 inform the public about mural art while providing artists with
 resources to develop their skills & excel as entrepreneurs.

Organization Mailing 4424 Antisdale Street
Address

Address2 *Field not completed.*

City Jacksonville

State FL

Zip 32205

Full-Time Staff 0

Part-time Staff 0

Volunteers 4

Organization Website nationalmuralawards.com

Does this program/project Yes
benefit any underserved
group(s)?

If yes, please explain	While not directly focused on benefiting underserved groups, our outreach and programming is intended to assist artists of all ages and demographics.
Tell us why you believe you can complete this project?	As experts in the field of mural arts, we have had success with similar projects in the past by forging positive partnerships in the communities where we conduct our outreach and we are confident that we will have similar results in Marysville.
Program/project budget	
How much funding are you requesting from Arts Grant Program?	\$20,000
How much, if any, matching funds is your organization contributing?	<i>Field not completed.</i>
Please provide a brief overview of your program/project budget*	Our program is a 48 Hour Mural Festival that features a kick-off meet and greet, two days of live artists painting, and a wrap party that engages the community and provides a marketable event, all while developing large scale artwork to transform and beautify the area. The program starts by identifying and working with local stakeholders and organizations to find a suitable location for the event, as well as identifying 6-10 local/regional artists to participate. These artists are offered a stipend to cover their expenses and are then given 48 hours to develop and execute a mural. The public is then invited to come out and watch the artists work, culminating in a block party style event where artists are available for interviews with local media and to pose for photos with the public. Along with organizing the program, we provide educational/outreach efforts alongside the festival in the form of Q&A's or panel discussions, and the budget provided by this grant covers all the costs related to the event, including the artist stipends, travel costs, and materials.
UPLOAD: Project Budget Supplement	<i>Field not completed.</i>
Tell us how a cultural arts grant will help you accomplish your	Our mission is to celebrate the community-building power of murals as well as the overwhelming talent of the artists who create them. Because of the size of our organization we have been focused on efforts in the Southeast, but this grant will

organization's stated mission? allow us to look beyond those geographic constraints to serve our mission in the Marysville community as well.

Supplemental Uploads [NMA Outreach.pdf](#)

Authorization I certify that the above information is correct, and that I am authorized by the Board of Directors of this organization to submit this grant application

Signature/ Typed Name Jason Tetlak

Position/Title Executive Director

Date 2/10/2024

Thank you for your application. If you have additional questions, please contact, Tara Mizell at tmizell@marysvillewa.gov.

Email not displaying correctly? [View it in your browser.](#)

National Mural Awards - 48 Hour Mural Festival Estimated Budget
Marysville, WA

• Initial development & promotion to help in finding locations and partners	\$1,500
• Stipends to local/regional artists for participating	\$8,000
• Supplies and materials for prepping walls	\$2,000
• Kickoff event to welcome artists and explain the process	\$500
• Community outreach event to discuss murals and the benefits of public art	\$500
• Public block party wrap up event, food trucks, DJ, etc.	\$1,000
• Travel expenses	\$2,000
• Photography	\$500
• Prizes for winning artists	\$2,000
• Contingency to cover weather delays or incidental expenses that may arise.	\$2,000
	Total Budget \$20,000



National Mural Awards

Jason Tetlak, Executive Director

Email:

Jason@NationalMuralAwards.com

Phone: 904-422-8810

www.NationalMuralAwards.com



Jason Tetlak, Executive Director

Jacksonville-based muralist Jason Tetlak has been commissioned by communities across the country to create public murals – a journey that gave him the idea to found the National Mural Awards. In 2018, Jason was officially recognized by Guinness World Records as having created the largest hand-painted 3D mural in the world, which is located in the Jacksonville neighborhood of Brooklyn. Jason's passion for murals and the artists who create them has helped him develop a nationwide network of artists and arts administrators. He is a graduate of Flagler College with a degree in Art.



Tia Brown, Operations Counsel

A Jacksonville native living in Asheville, NC, Tia is lead for Digital Strategies for Slalom, a management consulting company, working with Public Sector clients. She focuses on information technology platforms and system integrations in transportation, analytics, human and social services, healthcare, education and nonprofits. She helps clients define pain points and desired customer and employee journeys to create technical solutions for programs that balance clients' project goals with regulatory and compliance requirements.



Kevin Cramer, Content Development

A writer and lecturer, Kevin is a 2007 Samuel Goldwyn Award finalist and author of five books including the recent *American Grunt: Ridiculous Stories of a Life Lives at \$8.00 an Hour*. Kevin's skills of creative writing and content development will serve the National Mural Awards well as a part of ongoing outreach and engagement efforts. He is a graduate of Flagler College where he received his BA, University of California-Riverside where he received an MFA in Screenwriting, and Penn State University where he received his MS in Secondary School Counseling.



Josh Jacobson, Project Counsel

As CEO of Next Stage, a social impact consulting company serving the Southeast, Josh has led client engagements with more than 200 organizations. Josh's expertise is in strategic position and tactical design, leading Next Stage's work in strategic planning and collaboration management. He got his start with the Cultural Council of Greater Jacksonville where he serves as Grants Manager before relocating to NYC where he worked at the Juilliard School and Manhattan Theatre Club. Like his collaborators on this project, Josh also graduated from Flagler College with a BA degree.

ORGANIZATIONAL TEAM



2024 ENGAGEMENT & OUTREACH OVERVIEW



National Mural Awards



Key Detail, Geneseo, NY
2023 National Mural Awards Winner

Celebrating the Community-Building Power of Murals & the Artists Who Create Them

What is the value of a mural? What was once thought of as merely 'street art' has evolved into an important part of public art programs across the country. And yet, few avenues exist to recognize the creatives who develop them or the communities that make them a priority.

Until now.

In early 2023, we launched the **National Mural Awards** to stir the imagination and build a network of artists, community leaders, public art programs, local arts agencies, media outlets and corporate sponsors. The inaugural awards featured artists from across the US, highlighting a wide array of styles and subjects.

The feedback was overwhelmingly positive. In 2024, we are expanding our outreach and formalizing a yearlong effort to increase awareness, appreciation and engagement with murals as a component of community-building.

As a 501 c3 nonprofit organization, we have a mission to celebrate the community-building power of murals and the artists who create them.

Thank you,

Jason Tetlak, Executive Director
National Mural Awards



INTRODUCTION

Increasing Awareness & Engagement with Murals

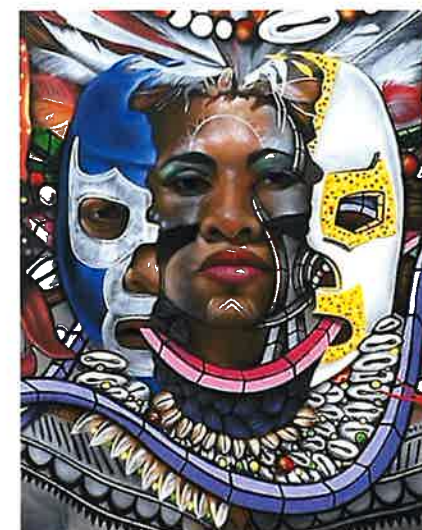
Having put the National Mural Awards on the map in 2023, our 501c3 nonprofit organization has big plans for the coming year. We have a goal of dramatically increasing the reach of our work to recognize mural artists and the communities that give them opportunities.

In 2024, the National Mural Awards will feature:

- **Community Award Category** – To recognize the important role of supportive institutions, we are adding a category for Community Awards to lift up nonprofits and community organizations that have funded, organized, coordinated and/or commissioned public murals in their communities. We are also adding a special City Award to recognize municipalities that make murals a priority in their public art programs.
- **Expanded Outreach in the Southeast** – Our goal of robust nominations from across the country will be advanced through our outreach to cities throughout the Southeast in Q4 2023 and Q1 2024. We endeavor to get people talking about the role murals play in their communities and the importance of artists who bring them to life. We will facilitate discussions and engage in public presentation, workshops and demonstration projects.
- **Event: Awards Celebration in Corpus Christi, TX (June 5-8, 2024)** – We have partnered with the Corpus Christi Mural Festival to launch our annual awards celebration in a community that has demonstrated a commitment to public murals and the artists that create them. Mural tours, panel discussions and networking events throughout the week will culminate in the announcement of the 2024 award recipients to recognize artists and community organizations. We also plan to include a Lifetime Achievement Award for a nationally renowned muralist.



National Mural Awards



Edwin Sepulveda, Miami, FL
2023 National Mural Awards Winner

EXECUTIVE SUMMARY



The Rise of Murals in Community-Building

While public art has been produced throughout the ages, aerosol art began life in the 1960s and 1970s perceived primarily as a nuisance and the domain of graffitiist.

Over the last several decades, public murals have evolved with a strong business and civic case for support:

- **Placemaking & Economic Development** – Murals have become an important part of public art programs due to their popularity with taxpayers and the role they play in boosting local economies. Many cities across the country have made murals a centerpiece of their beautification and community revitalization efforts.
- **Artists as Entrepreneurs** – Full-time artists who struggle to make a living have found murals to be a vital component of their sustainability as small business entrepreneurs. Muralists often travel the country as creative ambassadors of the cities where they live and primarily work.
- **Health & Community Benefits** – Research suggests that public art can combat feelings of anxiety and social isolation. As creative expression, they present an opportunity for community values and guiding principles to be shared and celebrated. This leads to stronger feelings of belonging and connection between residents.

THE COMMUNITY CASE FOR MURALS

2023 Award Winners

The first year of the National Mural Awards featured 100+ submissions by artists from throughout the United States. Murals were scored anonymously by a national panel of judges:

- **Lesly Allen** (Executive Arts Director, South Salt Lake Mural Fest)
- **Amber Danielson** (Executive Director, Marshall County Arts & Culture Alliance)
- **Alyssa Barrera Mason** (Executive Director, Corpus Christi Downtown Management District)
- **Tarra Petras** (Public Art Coordinator, City of Cleveland)
- **Jenee Priebe** (Director SHINE Mural Festival, St. Petersburg Arts Alliance)
- **Amanda Still** (Arts and Culture Coordinator, City of Georgetown, TX)
- **Jason Tetlak** (Executive Director, National Mural Awards)

2023 National Award Winners

Gold: Sonny Behan

Silver: Andrey Kravtsov

Bronze: Edwin Supulveda

REGION 1

Gold

Andrey Kravtsov,
New York, NY

Silver

Sophy Tuttle,
Medford, MA

Bronze

Kyle Confehr,
Philadelphia, PA

REGION 2

Gold

Edwin Sepulveda,
Orlando, FL

Silver

Nico Cathcart,
Richmond, VA

Bronze

Keith Doles,
Jacksonville, FL

REGION 3

Gold

Jonathan Muzacz,
Austin, TX

Silver

David Falter,
Cincinnati, OH

Bronze

Kevin Harp,
Cleveland, OH

REGION 4

Gold

Ernesto Maranje,
Sunrise, FL

Silver

Janavi Folmsbee,
Houston, TX

Bronze

Lucas Aoki,
Austin, TX

REGION 5

Gold

Sonny Behan,
Pembroke Pines FL

Silver

Nathan Frizzell, La
Quinta, CA

Bronze

Matt Monsoon, Salt
Lake City, UT



National Mural Awards



Ernesto Maranje, Odessa, TX
2023 National Mural Awards Winner

IN REVIEW: 2023 NATIONAL MURAL AWARDS



"I was proud to amplify the amazing work that Flint Public Art Project has been doing over the last ten years or so, facilitating hundreds of murals to be painted around the city, harnessing the creative energy of artists to infuse much needed color, life, hope and inspiration.

"This artform can give voice to the voiceless. Murals can inspire action and change, and hey can preserve and revisit important cultural narratives and history of place."

- **J. Muzacz**, 2023 Region Three, Gold Winner



"There aren't a lot of opportunities for professional development or recognition when you work as a muralist. The National Mural Awards was a great opportunity to share my work with a wider audience.

"Murals are an important form of community art because of the inherently democratic viewership. To experience a public mural, the viewer does not need money, education, status or access to spaces of privilege."

- **Sophy Tuttle**, 2023 Region One, Silver Winner



IN REVIEW: 2023 NATIONAL MURAL AWARDS

2024 Community Outreach Strategy

Murals have become an essential part of public art programs and vital part of sustainability for entrepreneurial artists. This is particularly true for smaller cities with fewer outlets for creatives.

In 2024, the team from the National Mural Awards is planning outreach to 25+ mid-sized cities across the Southeast, increasing awareness about the awards nomination process and advocating for the importance of this growing art form.

As a part of this outreach, Local Arts Agencies (LAAs) and other community groups can engage us to lead engagement on the subject of murals and their importance to communities. Opportunities include:

- **Forums & Workshops** – We can lead presentations and facilitate discussions for a wide array of audiences, from capacity-building sessions for artists on the business of mural-making to community forums focused on brainstorming ways to activate murals as a part of community-building.
- **Student Engagement** – Murals are an ideal platform for engaging youth and young adults. We can facilitate one-time or multi-day programs for high school and college-age student groups both introductory and advanced.
- **Demonstration Projects** – What better way to celebrate murals than to create a new one? We can tap into our database of artists, including past award winners, or work with artists local to a community to create a demonstration project that increases awareness and appreciation for murals.



National Mural Awards



Sonny Behan, Emeryville, CA
2023 National Mural Awards Winner

OUTREACH & ENGAGEMENT

48-Hour Mural Festival

Murals and other forms of storytelling public art are often used to entice people to frequent neighborhoods that are in the first stages of experiencing a cultural revival. Traditionally, this revitalization happens incrementally over a period of months to years. For those looking for a more immediate transformation, however, the National Mural Awards presents our **48 Hour Mural Festival**.

We coordinate with local developers, arts agencies, and neighborhood-based organizations to create a **weekend-long art immersion/block party** in which murals are taken from design, to application, to finished product in a mere two days. Similar to film and theatre festivals of the same nature, the 48 Hour Mural Festival provides not only an opportunity for local artists to feature their skills, but with multiple works being created during the celebration simultaneously, large structures or even full city blocks can pop with color and pictorial narrative almost overnight.

The great thing about a hosting a 48 Hour Mural Festival is that **everyone involved benefits**. Artists appreciate the challenge of creating something impactful while on a time crunch and the communal aspect of working side-by-side with other artists. Local businesses and charitable organizations appreciate the revenue it can generate in donations and sponsorship opportunities. And developers appreciate the excitement it can generate around a neighborhood and the earned media opportunities it creates that can be used to draw attention to their projects.



OUTREACH & ENGAGEMENT



Groups for Outreach

- Artist Collectives & Advocacy Groups
- Chambers of Commerce
- Community Foundations
- Downtown/Economic Development Orgs
- Local Arts Agencies/Cultural Affairs Depts

2024 Community Outreach Tour

While based in Jacksonville, FL, the National Mural Awards aspires to grow its footprint across the United States. In 2024, we are connecting with arts agencies and advocates in mid-sized Southeastern cities where murals play an important role in sustaining artists and creatives. Cities prioritized for outreach include:

ALABAMA

Birmingham, Huntsville, Mobile, Montgomery, Tuscaloosa

FLORIDA

Clearwater, Fort Lauderdale, Fort Myers, Gainesville, Lakeland, Port St. Lucie, Tallahassee, West Palm Beach

GEORGIA

Athens, Augusta, Columbus, Macon, Savannah

NORTH CAROLINA

Asheville, Fayetteville, Greensboro, Wilmington, Winston-Salem

SOUTH CAROLINA

Charleston, Columbia, Florence, Greenville, Hilton Head, Spartanburg

TENNESSEE

Chattanooga, Clarksville, Knoxville, Johnson City, Murfreesboro

OUTREACH & ENGAGEMENT

Celebration Week

From June 5-8, 2024, the National Mural Awards will present the first annual Award Celebration Week in Corpus Christi, TX. Activities will include:

- **Community Conversations & Presentations** – Throughout the week, we will present engaging programming in partnership with area nonprofits, schools, businesses and government agencies. Elevating public discourse about murals is an overarching goal of the organization.
- **Arts Education** – We celebrate the future of mural making through engagement with youth, young adults and working artists. This includes hands-on activities for high school and college students in local arts programs, and workshops for artists about the business of public murals.
- **Demonstration Murals** – Visiting artists representing award winners from 2023 will collaborate with local artists and institutions to create a demonstration mural(s) to celebrate the 2024 Award Celebration Week. The mural(s) created will be a lasting memory for Jacksonville of serving as the host city for the event and its commitment to artists as entrepreneurs.
- **Mural Tours** – Shining a light on the existing murals of our host city is a priority for the Award Celebration Week. Special tours will be mapped in partnership with cultural institution partners and launched in partnership with Art Bike, Pedal Pub and Go Tuk'n.
- **Awards Announcement** – The week culminates with the presentation of awards for the 2024 winners. New categories will include community awards to recognize the important role of supportive community institutions, as well as a Lifetime Achievement Award for a nationally renowned muralist.

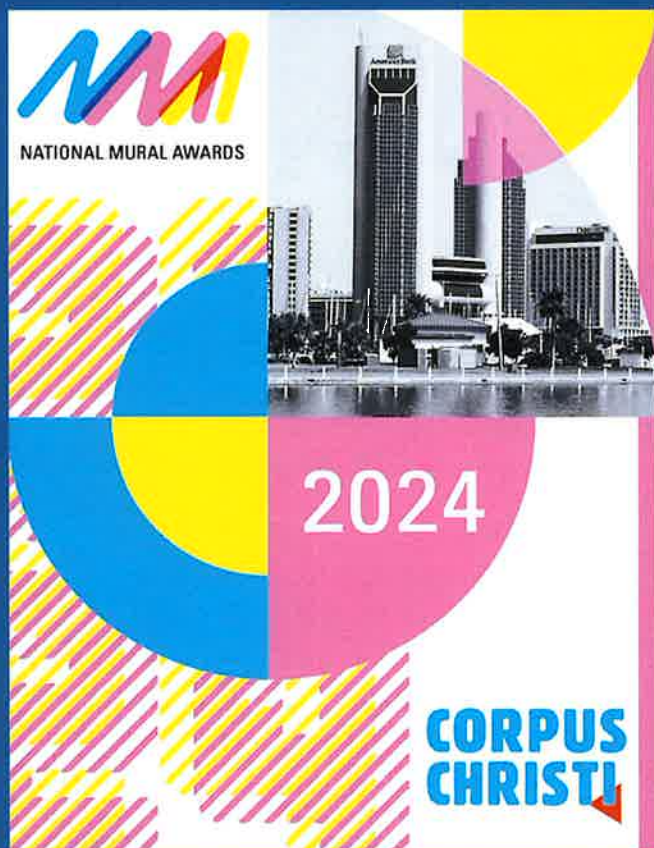


National Mural Awards



Keith Doles, Jacksonville, FL
2023 National Mural Awards Winner

2024 NATIONAL MURAL AWARDS



Awards Celebration – JUNE 5-8, 2024

Monday, June 3 – Tuesday, June 4

- Visiting artists arrive, begin demonstration murals
- Media engagement to increase awareness of Jacksonville as host city

Wednesday, June 5

- Art Walk - Panel discussion at MOCA featuring the five visiting artists (Offered for sponsors and partners, and as a ticketed event for members of the public)
- Meet-n-greet cocktail hour for visiting artists hosted at local eatery/business

Thursday, June 6

- Educational Outreach – Programming presented for youth, young adults and working artists in partnership with area schools, universities and cultural institutions
- Dinner for Jacksonville-area partners and creatives hosted at local eatery

Friday, June 7

- Mural Tours – Art Bike, Pedal Pub and Go Tuk'n mural tours of Jacksonville-area murals, branded map produced for public (sponsored & ticketed engagement)
- Nightly dinner hosted at local eatery,

Saturday June 8

- Arts Market - Q&A on stage with renowned muralist TBD.
- Awards Announcement – The 2024 awards will be announced, including the lifetime achievement award as well as the 2025 host city.

2024 NATIONAL MURAL AWARDS

From: noreply@civicplus.com
Sent: Sunday, March 24, 2024 3:35 PM
To: Tara Mizell
Subject: [External!] Online Form Submittal: 2024 Marysville Arts Application

[CAUTION:] This email originated from outside the City of Marysville. **Do not click links or open attachments** unless you recognize the sender and know the content is safe. Contact helpdesk if you have any concerns or questions.

2024 Marysville Arts Application

2024 Marysville Arts Application

Grant goals:

The City of Marysville is committed to funding grants that make a meaningful impact in our community by expanding access to arts and culture for residents and visitors throughout our city.

The City prioritizes grant requests that reflect the City's equity principles and ensures that artists and audiences of all ages, backgrounds and identities are included.

Eligibility Requirements:

Organizations must:

Be a tax-exempt nonprofit organization under section 501 (c) (3) of the IRS Code, **OR** be fiscally-sponsored by a 507 (c) (3) tax-exempt nonprofit organization,.

Be non-discriminatory in its policies and practices regarding race/ethnicity, age, disability, sexual orientation, gender, gender identity, socioeconomic status, geography, citizenship status, or religion.

Applicant Information

This is the information we will use to contact you about the status of your grant request, or if we have any questions.

Applicant's Name	Lia Blanchard
Position and/or title with applying Organization	Board President
Applicant's email address	liablanchard99@gmail.com

Applicant's Phone Number 360-631-7241

Organization Information

These questions provide background information about your organization. It helps us understand what you do and why you do it.

The word "organization" herein applies to any person or group applying for Arts Grant.

Legal Name of Organization	Marysville Community Band
Which of these describes your organization?	Non-profit
Briefly describe the mission and background of organization*	Marysville Community Band is a 501(c)(3) organization of volunteer musicians of all ages and abilities. We perform several times a year at community events and regular concerts. Our mission is to build community in Marysville through making music.
Organization Mailing Address	marysvillecommunityband@gmail.com
Address2	Field not completed.
City	Marysville
State	WA
Zip	98271
Full-Time Staff	0
Part-time Staff	0
Volunteers	8
Organization Website	marysvillecommunityband.org
Does this program/project benefit any underserved group(s)?	Yes
If yes, please explain	Yes! We believe that music is a right and not a privilege, so we do not charge admission to our concerts, and we don't require dues from members under 18. Our members represent a wide

range of ages, gender identities, musical abilities, and financial means.

Tell us why you believe you can complete this project?

The Board of the Marysville Community Band is a very active and cohesive group. In the last year, we have rebranded ourselves with a more modern look, expanded the number of performances per year, and are in the process of updating our bylaws and membership guidelines.

We have a lot of momentum right now, and we intend to keep this going by focusing on a more cohesive overall look and continuing to increase our visibility in Marysville.

Program/project budget

How much funding are you requesting from Arts Grant Program?

\$1,200-1,600

How much, if any, matching funds is your organization contributing?

See below.

Please provide a brief overview of your program/project budget*

The project we are focusing on funding centers on our music library. Obviously, a band can't exist without a repertoire as well as a steady stream of new pieces to learn. We lost a good portion of our music library during COVID -- entire sets of some pieces, and certain parts of other pieces.

The band has been slowly purchasing some replacement parts and a few new pieces of music. We spent \$298.58 on music in the 2022-23 year, and have spent \$210.13 so far in the 2023-24 year, with another \$190 left in the budget for more.

We are requesting \$1,200-1,600 to help support this effort with equipment that will help us legally print the digital pieces we purchase, and keep the music in good quality performance folders. This type of folder provides protection for our investment and creates a more professional look during performances. (Our current folders are made of paper, in varying sizes, colors, and conditions.)

The \$1,200-1,600 we are requesting breaks down like this:
\$900 to purchase 50 performance folders (approx \$20 each, plus shipping)
\$300-700 for a printer, toner, and initial paper supply. The price difference reflects a black-and-white printer and toner (which can be used only for printing music) vs a color printer and color

toners (which can be used to print programs, flyers, sponsorship brochures, etc)

UPLOAD: Project Budget Supplement

Field not completed.

Tell us how a cultural arts grant will help you accomplish your organization's stated mission?

Our stated mission is to build community in Marysville through making music; our tagline is "building community, one note at a time." Music is how we build community, both within our group of local musicians as well as with the general Marysville public.

We need music to do this, and we need to be able to curate and protect the music after we've purchased it. A printer with accessories and professional-looking protective folders will go a long way toward maximizing the investment we are making in our music library.

Supplemental Uploads

[MCB Budget 2023-24 \(as of 3-18-24\).xlsx - Year End.pdf](#), [MCB Sponsorship Brochure.pdf](#)

Authorization

I certify that the above information is correct, and that I am authorized by the Board of Directors of this organization to submit this grant application

Signature/ Typed Name

Lia Blanchard

Position/Title

Board President

Date

3/24/2024

Thank you for your application. If you have additional questions, please contact, Tara Mizell at tmizell@marysvillewa.gov.

Email not displaying correctly? [View it in your browser.](#)

Marysville Community Band Annual Band Budget 2023-2024 [as of 3/18/24]

	Budget	Actuals	Differential
Income			
Beginning Balance (Oct 1, 2023)	\$8209.54	\$8,209.54	\$0.00
Membership Dues	\$1200.00	\$825.00	(\$375.00)
Interest	\$0.20	\$0.15	(\$0.05)
Fundraiser One	\$0.00		\$0.00
Fundraiser Two	\$0.00		\$0.00
Fred Meyer Rewards	\$30.00	\$24.24	(\$5.76)
Chirtmast Concert Donations	\$200.00	\$95.00	(\$105.00)
June Concert Donations	\$200.00		(\$200.00)
August Summer Concert	\$250.00		(\$250.00)
Summer Dues	\$270.00	\$15.00	(\$255.00)
Music Donation	\$150.00		(\$150.00)
Other Donations	\$150.00	\$580.00	\$430.00
Other Income	\$164.14	\$164.14	\$0.00
Total Income	\$2614.34	\$1,703.53	(\$910.81)
Total Income and Beginning Bal	\$10823.88	\$9,913.07	
Expenses			
Printing	\$50.00		\$50.00
Bank Expenses	\$0.00		\$0.00
Insurance	\$250.00	\$250.00	\$0.00
Christmas Concert Expense	\$100.00	\$0.00	\$100.00
June Concert Expense	\$100.00		\$100.00
Summer Concert Expense	\$125.00		\$125.00
Post Office	\$220.00	\$200.00	\$20.00
Fundraiser One	\$0.00		\$0.00
Fundraiser Two	\$0.00		\$0.00
Rent	\$850.00	\$343.50	\$506.50
Annual State Fee (Due Jan)	\$20.00	\$30.00	(\$10.00)
Music Purchase	\$400.00	\$210.13	\$189.87
Conductor expenses	\$600.00	\$300.00	\$300.00
Equipment Purchases	\$100.00	\$342.71	(\$242.71)
Zoom Account	\$75.00		\$75.00
Website	\$50.00	\$340.99	(\$290.99)
			\$0.00
Other expenses	\$0.00		\$0.00
Carry Over to 2023-2024	\$7883.88	\$7,895.74	(\$11.86)
Total Expenses	\$10823.88	\$9,913.07	\$910.81
Total Balance	\$0.00	\$0.00	



What's In It For You

The joy of supporting local musicians of all ages may be its own reward, but MCB wants to thank its sponsors! All sponsors are recognized as an MCB Maestro in that year's concert programs .

Donation values of \$500-\$999 will also be acknowledged on our Facebook page.

Donation values of \$1000-1500 will also be acknowledged verbally at concerts.

Donation values more than \$1500 will also have an image (logo, business card) in programs.

Concert sponsors get title rights! Example:
[Your Name] Presents an Evening of Music

Sponsor Now

Ready to support musical arts in Marysville? It's easy with this QR code.



Contact Us

Phone: Board President Lia Blanchard at 360-631-7241

Online: facebook.com/marysvillecommunityband

Email: marysvillecommunityband@gmail.com

Building Community One Note at a Time



Volunteer musicians of all ages and abilities who come together for the joy of making music.

Marysville Community Band

Marysville Community Band is a 501(c)(3) organization of volunteer musicians of all ages and abilities. We perform several times a year at community events and regular concerts.

We don't charge admission to concerts; we believe music is a right, not a privilege. We don't charge dues from youth members; we believe there should be no barrier to youth participation.

Like every other arts organization, MCB was seriously impacted by the COVID-19 pandemic, but we are reviving ourselves with a new brand and a lot of optimism for the future.

Our mission is to build community in Marysville through making music, but adult membership dues and concert donation jars are not enough. We rely on the support of generous sponsors.



With your help, we can replenish lost music, purchase much-needed instruments, promote ourselves, and meet everyday expenses.

Thank you for supporting local artists.

Sponsorship Opportunities

In-Kind or Cash Sponsorship

We welcome in-kind donations of goods or services, or monetary donations to help meet these needs.

One-Time Needs

- \$500: Replace lost music
- \$1500: Purchase band polo shirts
- \$5000: Purchase needed percussion instruments/accessories -- timpani, bells, etc.

Ongoing Needs, per year

- \$500: Ads/promotions, social media, post office
- \$500: Music library maintenance
- \$900: Rehearsal space
- \$1000: Printing costs for programs, flyers, etc
- \$1000: Venue rentals, event entry fees
- \$1200: Storage space
- \$1250: Conductor stipend

Concert Sponsorship

Sponsor all concert-related costs and get your name in the title of the show!





Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Recovery Contract (23-306) for Whiskey Ridge Lift Station

SUGGESTED ACTION: I move to authorize the Mayor to sign and execute the recovery contract.

SUMMARY:

PNW Investments IV, LLC recently constructed the Whiskey Ridge sanitary sewer lift station and force-main, in support of three nearby development projects. The facilities have been turned-over to the City and will provide public sanitary sewer service to a portion of Whiskey Ridge where service had not previously been available due to topographic constraints.

In the spring of 2022, PNW Investments IV, LLC entered into a development agreement with the City for construction of the lift-station facility and sewer, which allowed them to recover a portion of the construction costs via a recovery contract, in accordance with MMC 14.07.090. The developer recently submitted an application and applicable fee payment to initiate that contract. The benefitting properties were identified by the City, and a notice was sent to the owners of the benefitting properties on April 25, 2024.

ATTACHMENTS:

[RC24-306 Recovery Contract \(Sewer\).pdf](#)

[RC24-306 Exhibit A.pdf](#)

[RC24-306 Recovery Fee Calculation.pdf](#)

After Recording Return to:

CITY OF MARYSVILLE
501 DELTA AVE
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS
CONTRACT NO. 23-306**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name:
PNW Investments IV, LLC

Address:
**10515 20th St SE, Suite 202
Lake Stevens, WA 98258**

hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer has constructed and installed a sanitary sewer lift station and force-main line, situated as follows:

Located at 3920 Densmore Rd (APN's 00590700024400)

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with record drawings of the installation of the above-referenced system, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.
2. The Developer's costs for construction and installation of said utility facilities, including engineering fees, were **\$1,851,885**, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utilities, and is subject to the lien created by this Contract:

See Exhibit 'A'

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is **\$1,536,921**.

5. For a period not to exceed twenty (20) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the potential equivalent residential units (ERU's) for each parcel, as defined in the City of Marysville Sewer Comprehensive Plan. This, however, does not include any other capital improvement charges levied by the City. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be **\$1,360.01** per potential ERU of benefiting properties. ERU stands for "equivalent residential unit", which is defined in the City's sewer comprehensive plan as the average flow contributed to the sanitary sewer system by a typical single-family residential household.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said twenty-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$100.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the twenty-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the

Termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

13. Every two years from the date this contract is executed, the Developer must provide the City with information regarding Developer's current contract name, address, and telephone number. If the Developer fails to comply with the notification requirements of this paragraph within sixty days of the specified time, then the City may collect any reimbursement funds owed to the Developer under the contract. Such funds must be deposited in the City's capital fund.

ATTEST:

THE CITY OF MARYSVILLE:

By: _____
CITY CLERK

By: _____
MAYOR

APPROVED AS TO FORM:

DEVELOPER

By: _____
CITY ATTORNEY

By: _____
TOM LUFKIN, VICE PRESIDENT

For Mayor:

[illegible]

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State
of Washington, residing at

My commission expires _____

For Individual:

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument and acknowledged it to be HIS/HER free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State
of Washington, residing at

My commission expires _____

PUBLIC WORKS DEPARTMENT
Recovery Contract 24-306
Recovery Fee Calculation

By: KJM
Date: 4/24/2024

Sewer Costs:	Qty	Item	Cost
(per bills of sale)	2723 LF	8" HDPE Force Main	\$ 277,338
	1 LS	Lift Station	\$ 2,132,975
	5760 SF	Fee Simple Land	\$ 240,000
	1 Each	Legal Review for Lift Station and Force Main	\$ 3,053
	1 Each	Warranty Bond for Lift Station and Force Main	\$ 5,269
Total Costs:			\$ 2,658,635

Sewer Credits:	Qty	Credit	Credit
Colvin PRD (PA22-015)	29 Lots	Sewer Capital Fees (\$4,610/lot)	\$ 133,690
Nordstrom PRD (PA21-024)	38 Lots	Sewer Capital Fees (\$4,610/lot)	\$ 175,180
87th Assembl. (PA20-041)	108 Lots	Sewer Capital Fees (\$4,610/lot)	\$ 497,880
Total Capital Fee Credits			\$ 806,750

Adjusted Cost Calculation: (Sewer costs - Sewer credits)

Sewer Costs:	\$ 2,658,635
Sewer Credits:	\$ 806,750
Adjusted Sewer Cost:	\$ 1,851,885

ERU Calculation (1 ERU = 182 gal/day)*

Zoning	Loading ** (gpad)	ERU's *** (ERU/ac)	* Source: City of Marysville Sewer Comprehensive Plan (P. 6-12)
Single Family (R4-8)	1440	7.91	** Source: Whiskey Ridge Pump Station Predesign Report (P. 8 & 9), RH2 Engineering, March 2015 ***Calc: ERU's = Loading / 182 gal/day
Multi-Family (R6-18)	2160	11.87	
Mixed Use	2160	11.87	
Community Business	240.5	1.32	

Adjusted Sewer Cost (from above):	\$ 1,851,885
Total Potential ERU's (from tables below):	1,361.67
Proportionate Share per ERU:	\$ 1,360.01

Developer's Proportionate Share:

Project	Parcel No.	Area (ac)	Zoning	Potential ERU's	Proportionate Share
Colvin	00590700023501	2.30	Multi-Family (R6-18)	27.30	\$37,129.67
Colvin	00590700024400	2.45	Multi-Family (R6-18)	29.08	\$39,551.17
Nordstrom	00590700015003	4.65	Single Family (R4-8)	36.78	\$50,023.25
Nordstrom	00590700015002	0.49	Single Family (R4-8)	3.88	\$5,271.27
87th Assmb.	00590700016302	1.89	Single Family (R4-8)	14.95	\$20,332.03

87th Assmb.	00590700017302	1.17	Single Family (R4-8)	9.25	\$12,586.50
87th Assmb.	00590700017400	4.73	Single Family (R4-8)	37.41	\$50,883.87
87th Assmb.	00590700018800	4.51	Single Family (R4-8)	35.67	\$48,517.18
87th Assmb.	00590700018902	1.21	Single Family (R4-8)	9.57	\$13,016.80
87th Assmb.	00590700016304	1.02	Single Family (R4-8)	8.07	\$10,972.84
87th Assmb.	00590700016305	2.48	Single Family (R4-8)	19.62	\$26,679.07
Developer's Share Subtotal		26.90		231.59	\$314,964

Benefitting Properties' Share:					
Parcel No.	Area (ac)	Zoning	Potential ERU's	Recoverable Fees	
00590700015201	3.55	Single Family (R4-8)	28.08	\$38,189.80	
00590700015200	3.87	Single Family (R4-8)	30.61	\$41,632.26	
00590700016202	1.59	Single Family (R4-8)	12.58	\$17,104.73	
00590700016201	2.57	Single Family (R4-8)	20.33	\$27,647.26	
00590700017503	0.33	Single Family (R4-8)	2.61	\$3,550.04	
00590700017502	0.40	Single Family (R4-8)	3.16	\$4,303.08	
00590700017501	0.44	Single Family (R4-8)	3.48	\$4,733.38	
00590700020400	4.22	Single Family (R4-8)	33.38	\$45,397.45	
00590700020300	2.00	Single Family (R4-8)	15.82	\$21,515.38	
00590700016102	0.34	Multi-Family (R6-18)	4.04	\$5,488.73	
00590700017700	5.17	Multi-Family (R6-18)	61.37	\$83,461.03	
00590700017600	3.94	Multi-Family (R6-18)	46.77	\$63,604.73	
00590700018600	4.70	Multi-Family (R6-18)	55.79	\$75,873.67	
00590700018703	0.25	Multi-Family (R6-18)	2.97	\$4,035.83	
00590700018702	1.01	Multi-Family (R6-18)	11.99	\$16,304.77	
00590700018701	1.30	Multi-Family (R6-18)	15.43	\$20,986.33	
00590700020501	1.97	Multi-Family (R6-18)	23.38	\$31,802.37	
00590700020503	1.76	Multi-Family (R6-18)	20.89	\$28,412.27	
00590700020502	1.00	Multi-Family (R6-18)	11.87	\$16,143.33	
00590700020601	2.54	Multi-Family (R6-18)	30.15	\$41,004.07	
00590700020600	1.91	Multi-Family (R6-18)	22.67	\$30,833.77	
00590700021100	1.64	Multi-Family (R6-18)	19.47	\$26,475.07	
00590700021101	2.83	Multi-Family (R6-18)	33.59	\$45,685.63	
00590700021202	3.79	Multi-Family (R6-18)	44.99	\$61,183.23	
00590700021201	0.87	Multi-Family (R6-18)	10.33	\$14,044.70	
00590700021300	4.43	Multi-Family (R6-18)	52.58	\$71,514.97	
00590700022000	4.63	Multi-Family (R6-18)	54.96	\$74,743.63	
00590700023600	4.83	Multi-Family (R6-18)	57.33	\$77,972.30	
00590700024305	2.53	Multi-Family (R6-18)	30.03	\$40,842.63	
00590700024304	0.58	Multi-Family (R6-18)	6.88	\$9,363.13	
00590700024302	1.04	Multi-Family (R6-18)	12.34	\$16,789.07	
00590700024303	0.46	Multi-Family (R6-18)	5.46	\$7,425.93	
00590700022202	0.80	Multi-Family (R6-18)	9.50	\$12,914.67	
00590700022201	3.33	Multi-Family (R6-18)	39.53	\$53,757.30	
00590700022101	0.97	Multi-Family (R6-18)	11.51	\$15,659.03	
00590700022106	0.23	Multi-Family (R6-18)	2.73	\$3,712.97	
00590700022103	0.95	Multi-Family (R6-18)	11.28	\$15,336.17	
00590700022102	1.51	Multi-Family (R6-18)	17.92	\$24,376.43	
00590700023503	0.96	Multi-Family (R6-18)	11.40	\$15,497.60	
00590700023502	1.55	Multi-Family (R6-18)	18.40	\$25,022.17	
00590700024401	1.62	Multi-Family (R6-18)	19.23	\$26,152.20	

00590700024402	0.89	Multi-Family (R6-18)	10.56	\$14,367.57
00590700024400	2.45	Multi-Family (R6-18)	29.08	\$39,551.17
00590700024701	0.99	Mixed Use	11.75	\$15,981.90
00590700024704	1.49	Mixed Use	17.69	\$24,053.57
00590700024702	1.69	Mixed Use	20.06	\$27,282.23
00590700024703	1.00	Mixed Use	11.87	\$16,143.33
00590700025502	1.35	Mixed Use	16.02	\$21,793.50
00590700025504	1.35	Mixed Use	16.02	\$21,793.50
00590700025503	0.96	Mixed Use	11.40	\$15,497.60
00590700025500	0.95	Mixed Use	11.28	\$15,336.17
00590700030300	1.00	Community Business	1.32	\$1,795.21
00590700030301	3.81	Community Business	5.03	\$6,839.77
00590700029000	5.07	Community Business	6.69	\$9,101.74
00590700028706	1.17	Community Business	1.54	\$2,100.40
00590700028707	1.07	Community Business	1.41	\$1,920.88
00590700028705	1.29	Community Business	1.70	\$2,315.83
00590700028708	1.46	Community Business	1.93	\$2,621.01
00590700027400	5.29	Community Business	6.98	\$9,496.69
00590700027200	5.35	Community Business	7.06	\$9,604.40
00590700025900	5.09	Community Business	6.72	\$9,137.64
00590700025603	1.46	Community Business	1.93	\$2,621.01
00590700025602	1.25	Community Business	1.65	\$2,244.02
00590700025601	1.44	Community Business	1.90	\$2,585.11
00590700025600	1.25	Community Business	1.65	\$2,244.02
Benefitting Properties' Subtotal			1,130.08	\$1,536,921
Benefitting Area Totals			1,361.67	\$1,851,885



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 3, 2024
SUBMITTED BY:	Engineering Coordinator Laurie Barbosa, Public Works
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Recovery Contract (23-307) for Gravity Sewer Main Construction
SUGGESTED ACTION:	I move to authorize the Mayor to sign and execute the recovery contract.
SUMMARY:	PNW Investments IV, LLC recently constructed a sanitary sewer lift station at 9320 Densmore Road, as well as a gravity sewer main, to convey sewage flows to the new lift station. In the spring of 2022, PNW Investments IV, LLC entered into a development agreement with the City for construction of the lift-station facility and gravity sewer, which allowed them to recover a portion of the construction costs via a recovery contract, in accordance with MMC 14.07.090. The developer recently submitted an application and applicable fee payment to initiate that contract. The benefitting properties were identified by the City, and a notice was sent to the owners of the benefitting properties on April 25, 2024.

ATTACHMENTS:

[RC24-307 Recovery Contract \(Sewer\).pdf](#)
[RC24-307 Exhibit A.pdf](#)
[RC24-307 Recovery Fee Calculation.pdf](#)
[RC24-307 Preliminary Determination Notification.pdf](#)
[RC24-307 Preliminary Determination Update.pdf](#)

After Recording Return to:

CITY OF MARYSVILLE
501 DELTA AVE
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS
CONTRACT NO. 23-307**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name:
PNW Investments IV, LLC

Address:
**10515 20th St SE, Suite 202
Lake Stevens, WA 98258**

hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer has constructed and installed a gravity sewer main and situated as follows:

Beginning at 3920 Densmore Rd (APN 00590700024400), extending north within the Densmore Rd right-of-way to East Sunnyside School Road, then continuing northwest within the East Sunnyside School Road right-of-way to the intersection of 87th Ave NE.

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with record drawings of the installation of the above-referenced system, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility facilities, including engineering fees, were **\$1,153,300**, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utilities, and is subject to the lien created by this Contract:

See Exhibit 'A'

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is **\$731,012**.

5. For a period not to exceed twenty (20) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the potential equivalent residential units (ERU's) for each parcel, as defined in the City of Marysville Sewer Comprehensive Plan. This, however, does not include any other capital improvement charges levied by the City. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be **\$3,138.54** per potential equivalent residential unit of benefiting properties.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said twenty-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$100.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the twenty-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the

Termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

13. Every two years from the date this contract is executed, the Developer must provide the City with information regarding Developer's current contract name, address, and telephone number. If the Developer fails to comply with the notification requirements of this paragraph within sixty days of the specified time, then the City may collect any reimbursement funds owed to the Developer under the contract. Such funds must be deposited in the City's capital fund.

ATTEST:

THE CITY OF MARYSVILLE:

By: _____
CITY CLERK

By: _____
MAYOR

APPROVED AS TO FORM:

DEVELOPER

By: _____
CITY ATTORNEY

By: _____
TOM LUFKIN, VICE PRESIDENT

For Mayor:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State
of Washington, residing at

My commission expires _____

For Individual:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument and acknowledged it to be HIS/HER free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State
of Washington, residing at

My commission expires _____

PUBLIC WORKS DEPARTMENT
Recovery Contract 24-307
Recovery Fee Calculation

By: KJM
 Date: 4/24/2024

Sewer Costs:	Qty	Item	Cost
(per bills of sale)	9 Each	48" Manhole	\$ 141,750
	2050 LF	12" SDR-35 PCV Sewer Pipe	\$ 902,383
	264 LF	8" SDR-35 PCV Sewer Pipe	\$ 105,600
	1 Each	Legal Review for Gravity Main	\$ 1,276
	1 Each	Warranty Bond for Gravity Main	\$ 2,291
Recoverable Cost:			\$ 1,153,300

ERU Calculation (1 ERU = 182 gal/day)*

Zoning	Loading ** (gpad)	ERU's *** (ERU/ac)	* Source: City of Marysville Sewer Comprehensive Plan (P. 6-12)
Single Family (R4-8)	1440	7.91	** Source: Whiskey Ridge Pump Station Predesign Report (P. 8 & 9), RH2 Engineering, March 2015 ***Calc: ERU's = Loading / 182 gal/day
Multi-Family (R6-18)	2160	11.87	
Mixed Use	2160	11.87	
Community Business	240.5	1.32	

Recoverable Cost (from above) \$ 1,153,300

Total Potential ERU's (from tables below): 367.46

Proportionate share for each ERU: \$ 3,138.54

ERU Calculation

1 ERU = 182 gal/day*

Zoning	Loading ** (gpad)	ERU's *** (ERU/ac)
Single Family (R4-8)	1440	7.91
Multi-Family (R6-18)	2160	11.87

* Source: City of Marysville Sewer Comprehensive Plan
(P. 6-12)

** Source: Whiskey Ridge Pump Station Predesign Report
(P. 8 & 9), RH2 Engineering, March 2015

***Calc: ERU's = Loading / 182 gal/day

Developer's Proportionate Share:

Project	Parcel No.	Area (ac)	Zoning	Potential ERU's	Proportionate Share
87th Assmb.	00590700016302	1.89	Single Family (R4-8)	14.95	\$46,920.84
87th Assmb.	00590700017302	1.17	Single Family (R4-8)	9.25	\$29,046.24
87th Assmb.	00590700017400	4.73	Single Family (R4-8)	37.41	\$117,426.24
87th Assmb.	00590700018800	4.51	Single Family (R4-8)	35.67	\$111,964.55
87th Assmb.	00590700018902	1.21	Single Family (R4-8)	9.57	\$30,039.27
87th Assmb.	00590700016304	1.02	Single Family (R4-8)	8.07	\$25,322.36
87th Assmb.	00590700016305	2.48	Single Family (R4-8)	19.62	\$61,568.09
Developer's Share Subtotal		17.01		134.55	\$422,288

Benefitting Property Summary:				
Parcel No.	Area (ac)	Zoning	Potential ERU's	Recoverable Fees
00590700020400	4.22	Single Family (R4-8)	33.38	\$104,765.06
00590700022202	0.80	Multi-Family (R6-18)	9.50	\$29,803.57
00590700022201	3.33	Multi-Family (R6-18)	39.53	\$124,057.34
00590700022106	0.23	Multi-Family (R6-18)	2.73	\$8,568.53
00590700022102	1.51	Multi-Family (R6-18)	17.92	\$56,254.23
00590700023501	2.30	Multi-Family (R6-18)	27.30	\$85,685.25
00590700024400	2.45	Multi-Family (R6-18)	29.08	\$91,273.42
00590700022300	6.19	Multi-Family (R6-18)	73.48	\$230,605.09
Benefitting Properties' Subtotal	21.03		232.91	\$731,012
Benefitting Area Totals	38.04		367.46	\$1,153,300



Preliminary Determination (Correction)

Notice is hereby given that the City of Marysville has received application for a recovery contract for installation of a new sewer main within portions of Densmore Road, Sunnyside School Road, and 87th Ave NE. This is a revised notice to correct the name of the Applicant, which was listed incorrectly in the prior notice

Project:	Recovery Contract for gravity sewer main construction (RC-307)
Applicant:	PNW Investments IV, LLC
Location of Improvements:	Densmore Road; Sunnyside School Road; 87 th Avenue NE
Benefiting Properties:	See attached exhibit
Total Project Cost:	\$1,153,300
Recoverable Portion:	\$731,012
Recovery Fee to Connect:	\$3,138.54/ERU*
For Project Information:	Ken McIntyre, Assistant City Engineer kmcintyre@marvsvillewa.gov 360-363-8224

** The recovery fee for a parcel is based on the potential “equivalent residential units” (ERU) of a property in the future built-out condition allowed per the zoning code. An ERU is considered the average flow contributed to the sanitary sewer system by a typical single-family residential household.*

A recovery contract may be held by any party having constructed public water/sewer facilities at their own expense. This provides such party with a means of partial reimbursement for those improvements if another benefitting property subsequently connects to those water/sewer facilities. The intent is to distribute the cost of those improvements equitably among the parcels that benefit from the improvements.

If any benefiting property owner requests a hearing in writing within 20 days of the mailing of this preliminary determination, a hearing shall be held before city council, notice of which shall be given to all affected property owners. The city council's ruling shall be determinative and final. The application and case file are available for review at the City of Marysville Development Services Department, located at 501 Delta Avenue, Marysville, WA.

If you have any questions, please call 360-363-8205. Written comments should be forwarded to the City of Marysville Development Services Department, 501 Delta Avenue, Marysville, WA 98270, **no later than May 30, 2024**. If no written requests for hearing are received, the contract will proceed to city council for final review and approval.



MARYSVILLE
PUBLIC WORKS

Preliminary Determination (Correction)

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(360) 363-8100

Public Works
80 Columbia Avenue
Marysville, WA 98270



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Executive Services Coordinator Sarah Calvin, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Office of Public Defense SPAR Grant Renewal

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the extension of the City's SPAR Grant with the Washington State Office of Public Defense for an additional year, commencing July 1, 2024, and expiring June 30, 2025.

SUMMARY: The current grant runs through June 30, 2024. This renewal will extend the grant for another year to June 30, 2025 and award an additional \$175,000 toward reimbursement for qualifying cases.

ATTACHMENTS:

[City_of_Marysville_GRT25013_corrected_-_unsigned__.pdf](#)

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement

1. Recipient City of Marysville 501 Delta Ave Marysville, WA 98270	2. Recipient Representative Jon Nehring Mayor 501 Delta Ave Marysville, WA 98270
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Agreement Amount \$175,000	6. Agreement Period July 1, 2024 through June 30, 2025
7. Purpose The purpose of this Agreement is to provide reimbursement to City of Marysville (Recipient) for the cost of providing defense counsel Consultation and Representation for defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with Second Engrossed Second Substitute Senate Bill 5536, Chapter 1, sec. 35, sec. 39, <i>Laws of 2023</i> .	
8. Acknowledgement, Incorporation by Reference, and Execution The Office of Public Defense (OPD) and Recipient acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Exhibit A, Special Terms and Conditions, and Exhibit B, General Terms and Conditions.	
FOR RECIPIENT _____ Jon Nehring, Mayor _____ Date	FOR OPD _____ Grace O'Connor, Supervising Attorney _____ Date

EXHIBIT A: SPECIAL TERMS AND CONDITIONS

1. AGREEMENT MANAGEMENT

- a) The Representative for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.
- b) The Representative for OPD and their contact information is identified on the Face Sheet of this Agreement.
- c) The Representative for Recipient and their contact information is identified on the Face Sheet of this Agreement.

2. REIMBURSEMENT

- a) Subject to Section 4 of this Exhibit, Terms of Reimbursement, OPD shall reimburse for authorized expenses as identified in Section 7 of this Exhibit, Authorized Reimbursable Expenses.
- b) OPD will subtract from reimbursement amounts where Recipient or Recipient's court has assessed a cost of counsel against an indigent defendant and the indigent defendant has either signed a promissory note for that amount, or had a fee imposed at sentencing for this purpose. Recipient shall report such assessed costs to OPD.

3. ALLOCATED MAXIMUM REIMBURSEMENT AMOUNT

- a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed \$175,000 for the period of this Agreement.
- b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.
- c) By mutual agreement, Recipient and OPD may extend this agreement for an additional maximum reimbursement amount.

4. TERMS OF REIMBURSEMENT

- a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices and calculation worksheets, and sufficient documentation supporting the invoices and calculation worksheets. Recipient shall submit invoices to the Representative for OPD subject to the invoicing schedule included in subsection (h) of this Section.
- b) OPD will provide an invoice form and calculation worksheets to Recipient. Recipient shall provide sufficient documentation accompanying the invoice and calculation worksheet to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a description of the work performed, including case numbers during the invoice time period, and proof that the requested expenses were paid by Recipient. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the

invoice form and calculation worksheets at any time.

- c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices and calculation worksheets. OPD shall send payment to the address designated by Recipient and associated with Recipient's Statewide Vendor Number SWV0000432-00.
- d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.
- e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.
- f) Recipient shall report whether it will be unable to spend any allocated maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to increase the allocated maximum reimbursement amount. Any request to increase the allocated maximum amount will be subject to Section 3(b) of this Exhibit. OPD reserves the right to reallocate funds to other jurisdictions that Recipient reports as unable to be spent.
- g) Reimbursable expenses must be incurred between July 1, 2024 and June 30, 2025. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.
- h) OPD's fiscal year runs from July 1 to June 30 of each year, and OPD is unable to pay expenses from a previous fiscal year with the following fiscal year's budget. Accordingly, Recipient must submit invoices for costs incurred between July 1, 2024 and June 30, 2025, by August 1, 2025.

5. **DUPLICATION OF BILLED COSTS**

Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

6. **DISALLOWED COSTS**

Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

7. **AUTHORIZED REIMBURSABLE EXPENSES**

- a. Recipient is authorized to seek reimbursement for the following costs, subject to the provisions in Sections 2 and 4 of this Exhibit:
 - 1. Compensation for attorney Representation on Qualifying Cases;
 - 2. Compensation for attorney Consultation on Qualifying Cases;
 - 3. Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
 - 4. Investigation costs associated with Qualifying Cases;
 - 5. Expert services where the scope of the expert's expertise is related to a Qualifying Charge.
 - 6. Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) where the RALJ

appeal contains an issue for review arising from a Qualifying Charge.

8. **OVERSIGHT**

- a) Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city or county representatives.

9. **DEFINITIONS**

- a. "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea or trial. Examples include, but are not limited to, stipulated continuances, deferrals, Specialty or Therapeutic courts, Pre-file Diversion programs, or Pre-trial Diversion programs.
- b. "Consultation" means consultation for a Client prior to assignment of counsel at first appearance or arraignment. Consultation also means advising a Client on Pre-File or Pre-Trial Diversion options. Consultation also means advising a Client during the pendency of pre-trial Diversion.
- c. "Client" means an indigent individual facing a pending charge or charged with a Qualifying Charge in a court of limited jurisdiction.
- d. "Pre-File Diversion" means an opportunity for a Client to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the Client. Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).
- e. "Pre-Trial Diversion" means an opportunity for a Client to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.
- f. "Qualifying Charge" means a charge of violating RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, 69.41.030(2), (b), or (c); or a charge under a local ordinance involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug.
- g. "Qualifying Case" means a proceeding filed against a Client in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.
- h. "Representation" means appointment to represent Clients in Qualifying Cases, including but not limited to appearance at arraignment, pre-trial appearances, motions, sentencings, status conferences, review hearings, client conferences, and preparation for trial. Representation also means appointment to represent Clients for Alternatives to Prosecution, including on motions to terminate Clients from Alternatives to Prosecution.
- i. "Specialty or Therapeutic Court" means a court utilizing a program structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to address

substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and court rules
- b. Exhibit A, Special Terms and Conditions
- c. Exhibit B, General Terms and Conditions

EXHIBIT B: GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

2. **AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

6. **CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Agreement, Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

10. **LAWS**

Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

12. **RECAPTURE**

In the event that Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**

Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Executive Services Coordinator Sarah Calvin, Executive

ITEM TYPE: Interlocal Agreement

AGENDA SECTION: **New Business**

SUBJECT: Amendment to Exhibit C of HCS-23-67-2313-200 Emergency Shelter agreement with Snohomish County Human Services

SUGGESTED ACTION: Recommended Motion: I move to authorize Mayor Nehring to sign and execute the amendment to the Cold Weather Shelter/Motel Voucher agreement.

SUMMARY: Exhibit C of HCS-23-67-2313-200 identifies a budget prepared by Linc NW for the management of the Cold Weather Shelter/Motel Voucher Program. The amendment will move the amount identified in Salaries & Wages to Administration to accommodate a reporting limitation to the Payroll software used by Linc NW. This amendment does not change the overall contract amount.

ATTACHMENTS:
[HCS-23-67-2313-200_Amendment1.pdf](#)



SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT
3000 ROCKEFELLER AVENUE, M/S 305 | EVERETT, WA 98201
(425) 388-7200

CONTRACT AMENDMENT

1. Contract Number: HCS-23-67-2313-200	2. Amendment Number: 1	3. This Amendment herein- after identified as: HCS-23-67-2313-200(1)	4. Amount of Contract Award as Amended: \$150,000
5. Name and Address of Contracting Organization: City of Marysville 1049 State Ave Marysville, WA 98720 ☒ Subrecipient ☐ Contractor		6. Title of Project / Service: Motel Vouchers	
7. <u>THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS.</u> The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in Item 8 below by mutual consent of all parties hereto.			
8. <u>TERMS OF AMENDMENT.</u> (Indicate the amount of an increase/decrease in contract and new beginning and ending dates, if applicable). The Contract referred to in Item 1 above is revised as follows: A. The Contract is amended to remove funds and retroactively replace the federal funds from Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) to General Funds State of the Emergency Housing Funds (EHF) contract. B. The Approved Specific Terms and Conditions, Exhibit A, is superseded with Exhibit A-1, attached. Exhibit A is amended by Exhibit A-1 to remove federal requirements and language specific to CSLFRF funds and are replaced with requirements of General Funds State. C. The Maximum consideration of this award remains unchanged at \$150,000. D. The Contract Budget, Exhibit C, is superseded with Exhibit C-1, attached. Exhibit C is amended by Exhibit C-1 to move Indirect Costs to Administrative Salaries and Benefits.			
9. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.			

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

(Signature) (Date)

(Title)

Mary Jane Brell Vujovic, Director (Date)
Department of Human Services

EXHIBIT A-1
SPECIFIC TERMS AND CONDITIONS
MOTEL VOUCHERS

I. INTRODUCTION

The Emergency Housing Fund (EHF) grant is utilized to maintain current levels of homeless subsidies and emergency housing services.

Allowable activities and expenses follow the [Consolidated Homeless Grant \(CHG\)/System Demonstration Grant \(SDG\) guidelines](#). Allowable activities are restricted to “emergency housing” activities, to include: street outreach, diversion, emergency shelter including hotel/motel leasing, sanctioned encampments, transitional housing, rapid re-housing, housing search and placement, and housing stability case management.

EHF funds support a variety of activities, including the operation of emergency shelter units, program operations, rental assistance, and data collection and reporting. Refer to the [Consolidated Homeless Grant \(CHG\)/System Demonstration Grant \(SDG\) guidelines](#) for details on client eligibility, allowable activities, standards for documenting services and ensuring compliance, administrative and system requirements, coordinated assessments, reporting, legislatively established priorities, and requirements for local homeless plans.

II. APPLICABLE GUIDELINES, REGULATIONS AND LAWS

The Agency shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended including, but not limited to the following **Washington State Laws and Regulations**:

- A. Affirmative action, RCW 41.06.020(1);
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- C. Disclosure – campaign finances-lobbying, Chapter 42.17A RCW;
- D. Discrimination – Human Rights Commission, Chapter 49.60.RCW;
- E. Ethics in public service, Chapter 42.52 RCW;

- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- G. Open public meetings act, Chapter 42.30 RCW;
- H. Public records act, Chapter 42.56 RCW; and
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

III. CONTRACT MANAGEMENT

The Representative for each of the parties identified on the Contract Face Sheet shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

IV. ORDER OF PRECEDENCE

In the event that any provisions of the Contract, including all authorities incorporated by reference, are in conflict with one another, the provision which is the more encompassing and restrictive on the Agency's actions shall apply. In the event that equally restrictive provisions are in conflict with one another, the sources of the provisions shall govern their precedence. The order of precedence shall be first federal, then state, then local, and shall in all cases be ruled upon by the County.

V. SCOPE OF SERVICES

- A. The Agency shall provide the services described in the Approved Statement of Work (hereinafter Exhibit B), pursuant to the provisions of this Contract.
- B. The Agency shall initiate criminal history background checks pursuant to RCW 43.43.830 and RCW 43.43.834 for all prospective employees and volunteers who may have unsupervised access to children under sixteen years of age, developmentally disabled persons of any age, or vulnerable adults.
- C. The Agency shall make a reasonable effort to secure the services of unpaid volunteers and other training or work program participants to supplement staff at no additional costs under this Contract.

VI. FINANCIAL AWARD

The Agency is hereby awarded, in the form of a subaward, the total sum indicated in the Approved Contract Budget (hereinafter Exhibit C), to provide part of the funding for the full undertaking and performance of the Project. It is expressly agreed and understood that the total amount paid by the County under this Agreement shall not exceed the total subaward indicated in Exhibit C.

In the event funding from state sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the County may amend the Contract amount to reflect any new funding limitations and conditions.

All funds shall be available only in strict accordance with the provisions of this Contract, the Basic Terms and Conditions referenced on the Contract face sheet, and other applicable federal, State, and local laws, regulations, and policies governing the funds provided in this Contract.

VII. ALLOWABLE COSTS

Costs allowable under this Contract are based on an approved budget up to the Contract Maximum. If provided for in Exhibit B and Exhibit C, allowable use of EHF Program funds shall include:

- A. Administration;
- B. Data Collection; and
- C. Program Operations.

VIII. ANTICIPATORY COSTS

Allowable costs under this Contract shall include costs incurred by the Agency during the Contract term set forth on the Contract Face Sheet or amended Contract Face Sheet, PROVIDED, that all costs shall not exceed the Contract Maximum, and PROVIDED, FURTHER, that no payments will be made before the Effective Date.

IX. FISCAL MANAGEMENT

A. Administrative Costs

1. Administrative costs actually incurred to support operating activities funded under this Contract may be charged to this Contract up to the amount specified in Exhibit C.
2. Administrative services shared by other programs may be assigned to this Contract based on an allocation plan that reasonably reflects the administrative costs necessary to support services provided under each contract administered by the Agency.

B. Cost Reimbursement

1. Reimbursement for services delivered under this Contract shall be on a cost-reimbursement basis. Reimbursement shall be provided for services provided pursuant to Exhibit B. The Agency shall submit, in a format prescribed by the County, an invoice detailing, on a monthly basis, all costs associated with the program based on Exhibit C.
2. Invoices must provide adequate back up documentation to support costs on each reimbursement request, to include:
 - a. Submission of the general ledger with transaction and expenditure dates on allowable activities within period of performance.
 - b. For rent assistance and flexible payments, back up documentation should include the client HMIS number to tie the transaction to the recipient.
3. Reimbursement will be made upon the receipt and approval of the invoice and reports required by Exhibit B submitted within ten (10) days after the end of the month in which expenses were incurred.
4. If expenditure reports are not submitted in a timely manner, the County may recapture unclaimed funds for re-allocation among other eligible agencies. If the Agency fails to file an expenditure report within any two-month period, the County may elect to terminate the Contract.

C. Budget Revisions

1. The Agency may make limited changes to the approved budget that comply with the provisions for budget revisions in the Basic Terms and Conditions and the requirements of 2 CFR § 200.308. Certain types of post-award changes to the approved project budget will require the prior approval of Snohomish County, specifically:
 - a. Any revision proposed by the Agency for the reasons listed in 2 CFR § 200.308(c); and
 - b. Any revision meeting the requirements for prior approval in the Basic Terms and Conditions.
2. If a requested revision would result in a change to the approved project budget that requires prior Commerce approval, Snohomish County will obtain such approval before approving the request.

D. State Prevailing Wage

The Agency shall ensure compliance with Chapter 39.12 RCW pertaining to payment of state prevailing wages on public works projects and with Chapter 49.28 RCW pertaining to an eight-hour work day for covered activities paid for with funds under this Contract.

X. PROJECT REQUIREMENTS

A. Nondiscrimination

Supplemental to the requirements of the Basic Terms and Conditions, the Agency shall comply and require its subagencies performing work funding in whole or in part under this Contract to comply with applicable federal, State, and local nondiscrimination laws, regulations, and executive orders, including, but not limited to:

1. 24 CFR part 1 (Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964), as amended, 24 CFR part 5 (General HUD Program Requirements; Waivers), as amended, and as further detailed in the HUD rule number RIN 2501-AD49, issued on February 3, 2012 (Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity), which, in part, requires the following:
 - a. Assistance provided by the Project shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status;
 - b. Inquiries as to sex are permitted only when determining eligibility for a temporary, emergency shelter that is limited to one (1) sex because it has shared sleeping rooms or bathrooms, or to determine the number of bedrooms to which a household may be entitled. Such inquiries are not permitted in any other homeless shelter or housing; and
 - c. Agencies are prohibited from inquiring into an applicant or participant's sexual orientation and gender identity for the purpose of determining eligibility or otherwise making housing available.
2. Fair Housing and Civil Rights

The Agency shall comply with fair housing and civil rights laws, regulations, and executive orders, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), and implementing regulations at 24 CFR part 1, as amended;

- b. Title VIII of Civil Rights Act of 1968 (P.L. 90-284), as amended, Section 104(b) of the Housing and Community Development Act of 1974, as amended, and 24 CFR § 576.407(b), which, in part, requires the Agency to implement the Project in a manner that affirmatively furthers fair housing. The Agency shall:
 - 1) Affirmatively market Project assistance to eligible persons in a manner that does not discriminate against persons on the basis of race, color, religion, sex, disability, familial status, or national origin;
 - 2) Provide all applicants and participants with information on rights and remedies available under applicable federal, State, and local fair housing and civil rights laws; and
 - 3) Take reasonable steps to ensure meaningful access to assistance provided by the Project for limited English proficiency (LEP) persons, consistent with Title VI and Executive Order 13166.
 - c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5304(b) and 5309), as amended, and 24 CFR part 6 (Non-Discrimination in Programs and Activities Receiving Assistance Under Title I of the Housing and Community Development Act of 1974), as amended;
 - d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and 24 CFR part 8, as amended;
 - e. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended;
 - f. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended; and
 - g. Executive Order No. 11063, as amended by Executive Order 12259, and 24 CFR part 107 (Equal Opportunity in Housing), as amended.
3. Affirmative Action and Equal Employment Opportunity

The Agency agrees that it will assist and cooperate actively with the County, HUD, and the Secretary of Labor in obtaining the compliance of the Agency and subagencies with the statutes and laws referred to in this Section and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the County, HUD, and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the County, HUD, and the Department of Labor in the discharge of the Department of Labor's primary responsibility for securing

compliance. The Agency will also ensure the compliance of the Agency and subagencies with state requirements pertaining to equal opportunity.

The Agency shall comply with laws, regulations, and executive orders pertaining to nondiscrimination in employment and contracting opportunities, including, but not limited to:

- a. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5304(b) and 5309) and 24 CFR part 6 (Non-Discrimination in Programs and Activities Receiving Assistance Under Title I of the Housing and Community Development Act of 1974), as amended;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and 24 CFR part 8, as amended;
- c. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended;
- d. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), as amended, and implementing regulations at 24 CFR part 135, as amended. Failure to fulfill these requirements shall subject the County, the Agency and any of the Agency's subagencies, their successors and assigns, to those sanctions specified by the Contract through which federal assistance is provided;
- e. Snohomish County Section 3 Area. The County has identified its Section 3 area as that area within the corporate boundaries of Snohomish County. The term "low income" includes low-income unemployed residents of Snohomish County. The Agency will, to the greatest extent feasible, provide employment opportunities to those individuals;
- f. Executive Order No. 11246, as amended by Executive Order Nos. 11375, 11478, 12107 and 12086, Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), implementing regulations at 41 CFR part 60 (Regarding Non-Discrimination in Employment), as amended;
- g. Executive Order Nos. 11625, 12432 and 12138, and 2 CFR § 200.321. The Agency will take all necessary affirmative steps to assure that small businesses, minority business enterprises, and women's business enterprises are afforded the maximum practicable opportunity to participate in the performance of this Contract;

h. Chapter 39.80.040 RCW (Contracts for Architectural and Engineering Services – Participation by Minority and Women-Owned Firms), as amended; and

i. Discrimination prohibitions under Chapter 49.60 RCW, as amended.

4. Service and Assistance Animals

Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended.

B. Conflict of Interest

In all cases not governed by 2 CFR § 200.318 shall apply, including, but not limited to:

1. No employee, officer, or agent may participate in the selection, award, or administration of a grant if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a grant. The officers, employees, and agents of the Agency may neither solicit nor accept gratuities, favors, or anything of monetary value from the Agency's or parties to subcontracts and must comply with RCW 39.26.020. However, the Agency may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Agency.
2. If the Agency has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Agency must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Agency is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

In addition, the Agency agrees that it will incorporate the provisions in this Section and the conflict of interest provisions in the Basic Terms and Conditions into every subcontract required to be in writing and made pursuant to the Project assisted under this Contract.

C. Pay Equity

The Agency agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

1. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
2. The Agency may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - a. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - b. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - c. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This contract may be terminated by the County, if the County, the Washington State Department of Enterprise Services, or the Washington State Department of Commerce determines that the Agency is not in compliance with this provision.

XI. PROJECT MANAGEMENT

A. Lead-Based Paint

The Agency must comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, M, and R, which apply to activities under this Contract.

B. Housing Standards

Permanent housing receiving funding under this Contract must meet the habitability standards in accordance with [Consolidated Homeless Grant \(CHG\)/System Demonstration Grant \(SDG\) guidelines](#).

C. Coordinated Entry System

The Agency shall use the Coordinated Entry system established by the Everett/Snohomish County Continuum of Care as required by the Department of Housing and Urban Development (HUD) CoC Program Coordinated Entry Requirements and guidelines as described in the [Consolidated Homeless Grant \(CHG\)/System Demonstration Grant \(SDG\) guidelines](#).

Transitional Housing, Homelessness Prevention, Rapid Re-Housing, and Permanent Supportive Housing projects funded by EHF must participate in Snohomish County's Coordinated Entry (CE) by accepting referrals and must fill openings exclusively through the CE process.

XII. RECORDS

A. Records to Be Maintained

The Agency shall maintain all records pertaining to the activities funded under this Contract and as further described in Exhibit B and shall furnish such records to the County, Commerce, or other authorized Federal officials, as requested. The Agency shall maintain records including, but not limited to:

1. Books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.
2. The above records and all other financial records, supporting documents, statistical records, and all other records pertinent to this Contract shall be retained for a period of six (6) years following the date of final payment or termination of this Contract. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times, to inspection, review or audit by Commerce, personnel duly authorized by Commerce, the Office of the State Auditor, and federal, state and county officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. Participant Information and Confidentiality

The Agency understands that participant information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Agency's responsibilities with respect to services provided under this Contract, may be prohibited by federal, State, and local laws regarding privacy and obligations of confidentiality, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XIII. PERFORMANCE REVIEW

At a minimum, the County shall review quarterly the Agency's level of planned performance compared to actual performance as reported on monthly expenditure and reports as provided pursuant to Exhibit B of this Contract. If the Agency has expenditure issues, or performance issues related to utilization or outcomes defined in Exhibit B, the County may reallocate those funds to other eligible program agencies. Any reduction will be based on actual performance. The level of funding reduction shall be negotiated between the Agency and the County, with the County retaining the authority to set the reduction level.

XIV. PROHIBITIONS

Funds awarded under this Contract shall not supplant other existing funding sources. Funds awarded under this Contract shall not be used for:

- A. Activities not related to the EHF Program;
- B. Administrative expenses above the amount specified in Exhibit C; and
- C. Non-expendable equipment with a cost exceeding \$1,000.00 per item, without prior approval of the County.

XV. HOMELESS MANAGEMENT INFORMATION SYSTEM PARTICIPATION

- A. The Agency shall participate in the Snohomish County Homeless Management Information System ("Snohomish County HMIS") which is administered by the County's Human Services Department. Snohomish County HMIS is an electronic database that collects data on homeless persons who receive coordinated entry, outreach, homeless prevention and intervention services, emergency shelter, transitional housing, supportive services not linked with housing, and permanent housing, including rapid rehousing, permanent supportive housing, and other permanent housing.
- B. Participation shall include the following:

1. Technical set up;
2. Staff training;
3. Development of and adherence to an HMIS implementation schedule;
4. Adherence to the requirements set forth in the Local HMIS Data Quality Plan, including timely data entry, internal monitoring of data quality, and timely correction of data;
5. Adherence to the requirements set forth in the Snohomish County HMIS Policy and Procedures Manual; and
6. Adherence to the requirements set forth in the “Agency Partner Agreement” and “User Policy, Code of Ethics and Responsibility Statement” executed by the Agency and Agency’s staff.

XVI. PUBLICITY

The Agency agrees not to publish or use any advertising or publicity materials in which the state of Washington or the County’s name is mentioned, or language used from which the connection with the state of Washington’s or the County’s name may reasonably be inferred or implied, without the prior written consent of the County.

XVII. WRITTEN POLICIES AND PROCEDURES

- A. Written policies and procedures consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Agency and available for review.
- B. Such policies and procedures shall include, but not be limited to:
 1. Personnel and job descriptions;
 2. Organizational chart;
 3. Travel;
 4. Fiscal management;
 5. Location of handicap accessible facilities and services for homeless people with special needs; and
 6. Provision for bilingual public contact employees as appropriate.

XVIII. DOCUMENTS ON FILE

- A. Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Agency and made available for review by the County at reasonable times.
- B. Such documents shall include, but not be limited to:
 - 1. Articles of incorporation/Tribal charter;
 - 2. By-laws;
 - 3. IRS nonprofit status certification;
 - 4. Current Agency audit;
 - 5. Insurance and bonding policies required by the Contract; and
 - 6. Contract Face Sheet.

XIX. PERFORMANCE EVALUATION AND MONITORING

The Agency agrees to participate with the County in any evaluation of the Project conducted by the County, Commerce, or HUD and to make available all information in its possession relevant to such evaluation. The County will monitor the performance of the Agency against the goals and performance standards set forth in this Contract. Remedies for substandard performance that is not corrected to the County's satisfaction may include Contract suspension or termination following the procedures described in the Basic Terms and Conditions Agreement.

XX. TREATMENT OF CLIENTS

The Agency shall not:

- A. Deny shelter to a homeless person or family because of inability to pay;
- B. Require participation in a religious service as a condition of receiving assistance; or
- C. Require residency in the designated service area as a requirement for a homeless person to receive services.

XXI. ENVIRONMENTAL TOBACCO SMOKE

Smoking is not permitted in any portion of any indoor facility owned, leased, or contracted for by the Agency and used routinely for the provision of services to children under the age of 18.

XXII. COORDINATION OF ACTIVITIES

Activities shall be coordinated with similar and related programs administered by the federal government and the state of Washington, including but not limited to, Continuum of Care planning.

XXIII. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Agency by the County that is designated as "confidential" by the County;
2. All material produced by the Agency that is designated as "confidential" by the County; and
3. All personal information in the possession of the Agency that may not be disclosed under state or federal law. "Personal information" includes, but is not limited to, information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Agency shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Agency shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Agency shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any state, or federal laws related thereto. Upon request, the Agency shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Agency reasonably determines that changes are necessary to prevent unauthorized disclosures. The Agency shall make the changes within the time period specified by the County. Upon request, the Agency shall immediately return to the County any Confidential Information that the County

reasonably determines has not been adequately protected by the Agency against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Agency shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

XXIV. AFTER-THE-AGREEMENT REQUIREMENTS

The Agency's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that the Agency has control over SDG funds, including program income. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work of the grant have been completed.

XXV. CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

XXVI. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Agency's income or gross receipts, any other taxes, insurance, or expenses for the Agency or its staff shall be the sole responsibility of the Agency.

XXVII. FRAUD AND OTHER LOSS REPORTING

The Agency shall report in writing to the County all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable.

EXHIBIT C-1
CONTRACT BUDGET - COST REIMBURSEMENT
MOTEL VOUCHERS

AGENCY NAME: City of Marysville
CONTRACT PERIOD: 10/1/2023 to 6/30/2024

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
Commerce EHF	10/1/2023-6/30/2024	\$ 150,000		\$ 150,000
				-
				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 150,000	\$ -	\$ 150,000

MATCHING RESOURCES:

N/A

TOTAL MATCHING RESOURCES: N/A

MATCH REQUIREMENTS FOR CONTRACT: % N/A AMOUNT: N/A

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -

EXPENDITURES

CATEGORY	Com EHF			TOTAL	OTHER RESOURCES
	Admin	Operations	Facility Support		
Salaries/Wages	\$ 13,677	\$ 20,127		\$ 33,804	
Benefits	\$ 3,042	\$ 3,000		\$ 6,042	
Supplies/Minor Equip.				\$ -	
Prof. Services				\$ -	
Postage				\$ -	
Telephone				\$ -	
Mileage/Fares				\$ -	
Meals				\$ -	
Lodging				\$ -	
Advertising				\$ -	
Leases/Rentals				\$ -	
Insurance				\$ -	
Utilities				\$ -	
Repairs/Maint.				\$ -	
Client Flex Funds		\$ 15,145		\$ 15,145	
Client Rent				\$ -	
Printing				\$ -	
Dues/Subscrip.				\$ -	
Regis./Tuition				\$ -	
Machinery/Equip.				\$ -	
Administration				\$ -	
Indirect				\$ -	
Occupancy				\$ -	
Motel Vouchers			\$ 90,009	\$ 90,009	
Misc. Construction				\$ -	
Acquisition				\$ -	
Relocation				\$ -	
Damages			\$ 5,000	\$ 5,000	
				\$ -	
TOTAL	\$ 16,719	\$ 38,272	\$ 95,009	\$ 150,000	\$ -

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
	Admin.	
\$ 13,677		Salary allocations for Resource Navigator, Executive Director, and Administrator
\$ 3,042		Benefits allocations for Administrator and Executive Director
	Operations	
\$ 20,127	Salaries/Wages	Salary allocations for Resource Navigator, Executive Director, and Administrator
\$ 3,000	Benefits	Benefits allocations for Resource Navigator and Executive Director
\$ 15,145	Client Flex Funds	To meet client's immediate needs such as help with ID, bus pass, basic hygiene needs, Used to support client move in and move out of their stay
\$ 90,009	Motel Vouchers	Vouchers for clients to be paid directly to hotel/motel contractor.
\$ 5,000	Damages	Paid directly to hotel/motel contractor for damages incurred by clients during their stay.
\$ 150,000	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
Admin						
Executive Director (Admin)	EHF COM	15%	\$ 7,500	\$ 1,125	\$ 10	\$ 11,250
Administrator (Admin)	EHF COM	10%	\$ 2,427	\$ 243	\$ 10	\$ 2,427
Operations						
Executive Director	EHF COM	5%	\$ 7,500	\$ 375	\$ 10	\$ 3,750
Resource Navigator	EHF COM	66%	\$ 2,304	\$ 1,521	\$ 10	\$ 15,207
Administrator	EHF COM	10%	\$ 1,170	\$ 117	\$ 10	\$ 1,170

TOTAL: \$ 33,804

NOTE: Above figures may reflect rounding



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Supplemental Agreement No. 1 to the Professional Services Agreement with Gray and Osborne, Inc. for the Cascade and Shoultes Elementary Schools Safe Routes to School Project

SUGGESTED ACTION: I move to authorize the Mayor sign and execute Supplemental Agreement No. 1 to the Professional Services Agreement with Gray and Osborne, Inc. for the Cascade and Shoultes Elementary Schools Safe Routes to School Project.

SUMMARY:

This project will improve the stormwater management at both project locations by providing low-impact stormwater treatment and infiltration systems. These locations currently do not have any stormwater treatment infrastructure. This project will also provide sidewalks, ADA curb-ramp retrofits, marked crosswalks with illumination, speed feedback signs, rectangular rapid flashing beacons, and other various improve safety and mobility improvements.

This supplement adds to both the scope and fee of the existing professional services agreement with Gray and Osborne as approved by Council on January 9, 2023. The additional scope items are for Construction Support Services, including assistance with Request for Information, submittal reviews, attendance at select meetings and the production of Record/As-Built Drawings. The fee amount for this additional scope of work is \$15,680.00, which increases the original fee of \$358,270.00 to \$373,950.00.

The additional time extension of the contract will not only allow Gray & Osborne to support the Cascade Elementary Safe Routes to School construction but will also allow continued design on the Shoultes Elementary School Safe Routes to School project, as well as Construction Support. Shoultes Elementary construction is anticipated to occur during summer 2025. The term of the agreement is extended to December 30, 2025.

ATTACHMENTS:

[PSA_SuppSF.pdf](#)

[Amend 1 scope-fee Cascade CM rev.pdf](#)

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND GRAY & OSBORNE, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Gray & Osborne, Inc., a corporation licensed to do business in Washington State (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for Cascade and Shoultes Safe Routes to School Project (the “Original Agreement”), said Original Agreement being dated February 8, 2023; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for Construction Support Services and to provide compensation therefore;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be supplemented by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 1, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight on December 30, 2025.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$15,680.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$373,950.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$358,270.00
Supplemental Agreement No.1	\$15,680.00
Grand Total	\$373,950.00

4. Each and every provision of the Original Agreement for Professional Services dated February 8, 2023, shall remain in full force and effect, except as modified herein.

DATED _____

CITY OF MARYSVILLE

By _____

Jon Nehring, Mayor

DATED this _____

GRAY & ORBORNE, INC.

By _____

Michael B Johnson

Its: President

ATTEST/AUTHENTICATED:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A-1

SCOPE OF WORK

CITY OF MARYSVILLE

CASCADE AND SHOULTES ELEMENTARY SCHOOLS SAFETY PROJECTS – AMENDMENT NO. 1 (CM SERVICES FOR CASCADE ELEMENTARY)

Gray & Osborne was contracted to prepare Design-Level Plans, Specifications, and Estimates (PS&E) for the City's Cascade and Shoultes Elementary Schools Safety Project which involves roadway and utility improvements along 100th Street NE, near Cascade Elementary School. The City of Marysville has now requested that Gray & Osborne provide in-office support to City staff during the construction of the Cascade Elementary portion of the project as well as prepare record drawings for this area.

Our Scope for this additional work is provided as follows.

Task 1 – In-Office Support Services During Construction

Objective: Provide in-office support to address and respond to Contractors and City staff questions and concerns during construction.

- A. Provide in-office support as necessary to respond to Contractor's and City's questions during construction including questions related to submittal review.
- B. Prepare drawings/exhibits as required, to clarify design/construction issues.

Task 2 – Onsite Meetings

Objective: Attend onsite meetings as needed during construction.

- A. Attend onsite meetings as requested by City staff to discuss field concerns as they arise. This Scope assumes up to three meetings.

Task 3 – Record Drawings

Objective: Prepare record drawings based on the markups provided by the Contractor and/or City once construction has been completed.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit A-1. This amount will not be exceeded without prior written authorization of the City.

DELIVERABLES

At the conclusion of the final construction efforts for the Cascade Elementary portion of the project, Gray & Osborne will deliver to the City the following documents.

1. One electronic set of record drawings (pdf and CAD).

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This Scope of Work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned Tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the Contract price.

1. This Scope of Work assumes that the City will provide day-to-day construction administration, submittal review, and inspection of the project.
2. The City will provide “red-line” drawings of the as-built condition, for each street location. This information will be used in the preparation of the record drawings.

EXHIBIT A-1

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Marysville - Cascade and Shoultes Elementary Schools Safety Project

Tasks	Project Manager Hours	Civil Engineer Hours	AutoCAD/ GIS Technician/ Engineer Intern Hours
1 In-Office Support During Construction	24	20	
2 Meetings	12	4	
3 Record Drawings	4		16
Hour Estimate:	40	24	16
Fully Burdened Billing Rate Range:*	\$140 to \$245	\$115 to \$180	\$65 to \$175
Estimated Fully Burdened Billing Rate:*	\$230	\$155	\$160
Fully Burdened Labor Cost:	\$9,200	\$3,720	\$2,560

Total Fully Burdened Labor Cost: \$ 15,480

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 200

TOTAL ESTIMATED COST: \$ 15,680

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Ecology Grant Agreement WQC-2024-MaryPW-00185 for the LID Retrofit 103rd and Shoultes LID Project

SUGGESTED ACTION: I move to authorize the Mayor to sign and execute Ecology Grant Agreement WQC-2024-MaryPW-00185.

SUMMARY: The City of Marysville has been offered \$363,180.00 in grant funding from the Department of Ecology (DOE) to design and construct LID improvements at the intersection of 103rd PI NE and Shoultes Ave. The project aims to improve water quality in the Quilceda Creek through the installation of an infiltration trench and proprietary pre-settling structure in order to treat total suspended solids (TSS), oil (total petroleum hydrocarbons) and dissolved metals. The total project cost is estimated to be \$427,270.59. This grant requires a 15% City match of eligible cost in the amount of \$64,090.59.

ATTACHMENTS:
[_2024-05-23_LID Retrofit 103rd Shoultes Grant Agreement.pdf](#)



Agreement No. WQC-2024-MaryPW-00185

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE – PUBLIC WORKS DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Marysville – Public Works Department, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	LID Retrofit for 103rd PL and Shoultes Construction Project
Total Cost:	\$427,270.59
Total Eligible Cost:	\$427,270.59
Ecology Share:	\$363,180.00
Recipient Share:	\$64,090.59
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	01/31/2026
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Quilceda Creek through installation of an infiltration trench and proprietary presettling structure at the intersection of 103rd Place NE and Shoultes Avenue in the city of Marysville. This project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, and dissolved zinc, and will also reduce flows to Quilceda Creek by increasing stormwater infiltration.

Project Long Description:

This project is located in the Mainstem Quilceda subbasin of the Quilceda Creek watershed, which is comprised of 1,015 acres of developed land that either infiltrates or drains to multiple discharge points. Within the developed areas of this subbasin approximately 4 percent has significant stormwater treatment and about 68 percent has limited treatment. This project will treat water from the 103rd Place NE drainage basin, which covers approximately two acres of residential area. The project site is within a quarter mile of Quilceda Creek and influences the creek through

Agreement No: WQC-2024-MaryPW-00185
Project Title: LID Retrofit for 103rd PL and Shoultes Construction Project
Recipient Name: City of Marysville – Public Works Department

groundwater.

The intersection of 103rd Place NE and Shoultes Avenue currently has a piping system that does not provide any treatment and has a limited sized sump for the accumulation of sediment. The existing facility also does not have adequate capacity to infiltrate a significant number of rain events per year. The existing system was built prior to the 2001 Stormwater Management Manual for Western Washington and does not meet current engineering standards. The system was likely pieced together as the road was historically widened before 1994. Currently, water accumulates in the southwest corner of the intersection, creating a hazard to vehicles.

The RECIPIENT conducted geotechnical work and developed a 90 Percent Design Package outside of this grant agreement funding and timeline. The 90 Percent Package was reviewed by ECOLOGY, and ECOLOGY issued acceptance prior to the effective date of this agreement. Under this Agreement, the RECIPIENT will conduct necessary cultural and environmental reviews, bring the design package to bid, and install an infiltration trench as designed.

The RECIPIENT will install an infiltration trench with a proprietary presettling structure within the right of way along 103rd Place. Bioretention soil will be installed underneath the infiltration trench to enhance treatment capability. This project will provide treatment for total suspended solids (TSS), oil, dissolved copper, and dissolved zinc. Treated water will infiltrate to subsurface groundwater. The infiltration trench will be constructed to meet the Underground Injection Control (UIC) requirements and will be registered with the Department of ECOLOGY's UIC program. The equivalent new/redevelopment area for flow control and treatment for the infiltration facilities is 1.96 acres.

Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Marysville – Public Works Department

Federal Tax ID: 91-6001459

UEI Number: KENDBGSMVPQ7

Mailing Address: 80 Columbia Ave.
Marysville, WA 98270

Physical Address: 80 Columbia Ave.
Marysville, Washington 98270

Contacts

Agreement No: WQC-2024-MaryPW-00185

Project Title: LID Retrofit for 103rd PL and Shoultes Construction Project

Recipient Name: City of Marysville – Public Works Department

Project Manager	Valorie Cross Project Engineer 501 Delta Avenue Marysville, Washington 98270 Email: vcross@marysvillewa.gov Phone: (360) 363-8254
Billing Contact	Andrew Hougan Financial Analyst 501 Delta Avenue Marysville, Washington 98270 Email: ahougan@marysvillewa.gov Phone: (360) 363-8100
Authorized Signatory	Jeff Laycock Public Works Director 80 Columbia Ave Marysville, Washington 98270 Email: jlaycock@marysvillewa.gov Phone: (360) 363-8274

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Julia Stinson Ebert Stormwater/Nonpoint Project Manager PO Box 330316 Shoreline, Washington 98133-9716 Email: JSEB461@ecy.wa.gov Phone: (425) 651-9046
Financial Manager	Jenna Schroer Stormwater Project Specialist PO Box 47600 Olympia, Washington 98504-7600 Email: schj461@ecy.wa.gov Phone: (360) 522-3276

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Marysville – Public Works Department

By: _____

By: _____

Vincent McGowan, P.E.
Water Quality
Program Manager
Date

Jeff Laycock
Public Works Director
Date

Template Approved to Form by
Attorney General's Office

Jon Nehring

Mayor

Date

SCOPE OF WORK

Task Number: 1

Task Cost: \$8,000.00

Task Title: Grant and Loan Administration

Task Description:

- A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.
- B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.
- C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- * Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

Agreement No: WQC-2024-MaryPW-00185
Project Title: LID Retrofit for 103rd PL and Shoultes Construction Project
Recipient Name: City of Marysville – Public Works Department

SCOPE OF WORK

Task Number: 2 **Task Cost: \$5,000.00**

Task Title: Cultural and Environmental Review, and Permitting

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Cultural and Environmental Review, and Permitting

Deliverables

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	

Agreement No: WQC-2024-MaryPW-00185

Project Title: LID Retrofit for 103rd PL and Shoultes Construction Project

Recipient Name: City of Marysville – Public Works Department

SCOPE OF WORK

Task Number: 3

Task Cost: \$10,000.00

Task Title: Design Plans and Specifications

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Deliverables for Stormwater Projects with Ecology Funding Document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

1. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Stormwater Deliverables Document.

B. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

C. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. Allow 15 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Final Bid Package Acceptance Letter prior to advertising the project.

Task Goal Statement:

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The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Design Plans and Specifications

Deliverables

Number	Description	Due Date
3.1	Contract documents, if procuring services for design. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.8	Final Bid Package. Upload to EAGL and notify ECOLOGY.	
3.9	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY.	
3.10	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.11	Bid Documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY.	

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Project Title: LID Retrofit for 103rd PL and Shoultes Construction Project

Recipient Name: City of Marysville – Public Works Department

SCOPE OF WORK

Task Number: 4

Task Cost: \$7,000.00

Task Title: Construction Management

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit a project schedule prior to the start of construction and whenever major changes occur.
- E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

The project will be constructed on schedule and in accordance with accepted plans.

Construction Management

Deliverables

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
4.2	Pre-Construction Conference Meeting Minutes. Upload to EAGL and notify ECOLOGY.	
4.3	Project Schedule. Submit prior to construction and when changes occur. Upload to EAGL and notify ECOLOGY.	
4.4	Change Order(s). Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	

SCOPE OF WORK

Task Number: 5

Task Cost: \$396,270.59

Task Title: Construction

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of an infiltration trench and proprietary presettling structure to mitigate runoff from approximately 1 acre of pollution-generating impervious surfaces.
- B. Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY’s Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, and dissolved zinc.

Construction

Deliverables

Number	Description	Due Date
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY.	
5.2	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY.	

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Recipient Name: City of Marysville – Public Works Department

SCOPE OF WORK

Task Number: 6

Task Cost: \$1,000.00

Task Title: Project Close Out

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is located in the Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

B. The RECIPIENT will submit a GIS compatible project area as a shapefile, geodatabase file, or ECOLOGY-accepted equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

C. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.

D. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

E. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Stormwater Deliverables Document. Include a table showing the final equivalent new/re-development area compared to the area provided in the ECOLOGY-accepted Design Report.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

* Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Outcomes Summary.

* Proper maintenance of the constructed facility to maintain water quality benefits.

Project Close Out

Deliverables

Number	Description	Due Date
6.1	Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.2	Project area shapefile, geodatabase file, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.3	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	
6.4	Final, as constructed, equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY.	

BUDGET

Funding Distribution EG240615

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SFAP

Funding Effective Date: 07/01/2023

Funding Type: Grant

Funding Expiration Date: 01/31/2026

Funding Source:

Title: SFAP-SFY24

Fund: FD

Type: State

Funding Source %: 100%

Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 15%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 8,000.00
Cultural and Environmental Review, and Permitting	\$ 5,000.00
Design Plans and Specifications	\$ 10,000.00
Construction Management	\$ 7,000.00
Construction	\$ 396,270.59
Project Close Out	\$ 1,000.00

Total: \$ 427,270.59

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	\$ 64,090.59	\$ 363,180.00	\$ 427,270.59
Total		\$ 64,090.59	\$ 363,180.00	\$ 427,270.59

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water

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quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasement or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

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“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

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“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language

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will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this

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project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, “Growth Management Planning by Selected Counties and Cities.” If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, “Interlocal Cooperation Act.” The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY’s Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY’s Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. “Section 319 Initial Data Reporting” form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the “Section 319 Initial Data Reporting” form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views

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and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

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EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

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Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington’s Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT’s noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7.

Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a

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character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products

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used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at:
<https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest

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based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

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No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the

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redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

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ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property. Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

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“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE

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Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 3, 2024

SUBMITTED BY: Burton Eggertsen, Legal

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** Amending an Interlocal Agreement with the Housing Authority of Snohomish County.

SUGGESTED ACTION: Recommended Motion: I move to approve Resolution No. _____.

SUMMARY: The City and the Housing Authority of Snohomish County (“HASCO”) entered into an ILA on May 13, 2024, which provided HASCO the ability to exercise its statutory powers in the city limits. The ILA inadvertently omitted clarifying language regarding the power of eminent domain. This proposed resolution authorizes the Mayor to sign an amended ILA, that specifies that HASCO has the power of eminent domain within the city limits, but may not exercise this power without the prior approval of the City Council.

ATTACHMENTS:
[Resolution_-_HASCO_-_Update_5.30.2024.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AUTHORIZING AN AMENDMENT TO AN INTERLOCAL
AGREEMENT.**

WHEREAS, on May 13, 2024 the City Council approved Resolution 2554, which authorized an Interlocal Agreement between the City of Marysville and the Housing Authority of Snohomish County (“HASCO”), which specified the powers that HASCO may exercise in the City of Marysville (the “ILA”); and

WHEREAS, the City and HASCO subsequently discovered that the ILA omitted certain language that was intended to be included; and

WHEREAS, the City and HASCO desire to amend and replace the ILA to include the omitted language, which amended ILA is attached as **Exhibit A** (the “Amended ILA”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Amended ILA as set forth in **Exhibit A** is approved.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE the Mayor is authorized to sign and execute the Amended ILA attached as **Exhibit A** to this Resolution.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2024.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE
HOUSING AUTHORITY OF SNOHOMISH COUNTY SPECIFYING THE POWERS
THE HOUSING AUTHORITY OF SNOHOMISH COUNTY MAY EXERCISE IN THE
CITY OF MARYSVILLE**

1. The Housing Authority of Snohomish County (HASCO) was created in 1971 to exercise its powers set forth in chapter 35.82 RCW in unincorporated Snohomish County.
2. The City of Marysville (City) and HASCO agree that HASCO is authorized to exercise its powers within the City, however HASCO agrees that it will not exercise the power of eminent domain (as granted under RCW 35.82.070) within the City without prior approval of the City Council.
3. **Purpose.** The purpose of this agreement is to enhance the availability of safe and sanitary housing at affordable rentals in the City.
4. **Duration.** This Agreement will remain in effect until terminated. Either party may terminate this Agreement by giving at least 60 days written notice of such termination to the other party, specifying the extent and effective date termination. Termination of this Agreement will not terminate the authority of HASCO to continue to operate existing housing projects and to complete new projects under development at the time of the notice of termination.
5. **No separate entity.** No separate legal entity is created by this interlocal agreement. The City and HASCO are separate public corporate bodies.
6. All property owned or subsequently acquired by the City or HASCO will remain the sole property of the City or HASCO. HASCO is solely responsible for financing any activities it undertakes in the City.
7. **Administration.** This Interlocal Agreement shall be administered by the representative of each party specified below. Any written notice required by terms of this Agreement shall be served or mailed as follows:

If to the City: Mayor
City of Marysville
501 Delta Ave.
Marysville, WA 98270

If to the Authority: Chief Executive Officer
The Housing Authority of Snohomish County
12711 4th Ave. W
Everett, WA 98204

Either party may change its Administrator at any time by delivering written notice.

CITY OF MARYSVILLE

HOUSING AUTHORITY OF SNOHOMISH
COUNTY

Jon Nehring, Mayor

By:
Its:

Date:

Date: